


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   60	
2. CONTRACT (Proc. Inst. Ident.) NO. 68HERC20D0016				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY CODE		CAD		6. ADMINISTERED BY (If other than Item 5) CODE		SCD-A	
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  TETRA TECH, INC. Attn: Andrew Parker 10306 EATON PL STE 340 FAIRFAX VA 220302201				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 198549560		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		CAD		12. PAYMENT WILL BE MADE BY CODE		RTP FMC	
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$20,950,000.00	
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 68HEOC18R0021, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Angela Lower			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  ELECTRONIC SIGNATURE		20C. DATE SIGNED 12/03/2019	
BY (Signature of person authorized to sign)				(Signature of the Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016	PAGE	OF
		2	60

NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 198549560</p> <p>Max Expire Date: 12/02/2024 InvoiceApprover: Tanyan Bailey Alt Invoice App: Thomas Gardner</p> <p>Delivery: 12/02/2024</p> <p>Period of Performance: 12/03/2019 to 12/02/2024</p> <p>This contract provides technical support for assessing, managing, and communicating the ecological and human health risks of contaminants in water, fish, and sediment of Microbial Pathogens in surface waters. This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract with a period of performance from the effective award date through five years for the ordering period, with an additional 12 months for completion of task orders issued during this period. Both Firm-Fixed Price (FFP) and Time and Material (T&amp;M) task orders will be issued. The minimum order amount is \$100,000.00 and the maximum amount of orders shall not exceed \$20,950,000.00. The Contracting Officer Representative is Tanyan Bailey and may be reached at 202-564-3133, Bailey.Tanyan@epa.gov. The Alternate Contracting Officer Representative is Thomas Gardner and may be reached at 202-566-0386, Gardner.Thomas@epa.gov.</p>				
0001	<p>Ordering Period - Completion of Tasks contained in Section J, Attachment 1, Performance Work Statement "Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments and of Microbial Pathogens in Surface Waters."</p> <p>The Ordering Period for this contract shall be from the effective date of award through five (5) years.</p> <p>Requisition No: PR-OW-20-00028</p> <p>Accounting Info: 20-21-B-28E-000BD4X20-2505-2028CES001-001 BFY: 20 EFY: 21 Fund: B Budget Org: 28E Program (PRC): 000BD4X20 Budget (BOC): 2505 DCN - Line ID: 2028CES001-001 Funding Flag: Complete Funded: \$100,000.00</p>				
9999	<p>***ADMINISTRATIVE TRACKING PURPOSES ONLY***</p> <p>Continued ...</p>				0.00



NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Requisition No: PR-OW-18-00170  Accounting Info: 18-19-B-28E-000BD4X20-2505 BFY: 18 EFY: 19 Fund: B Budget Org: 28E Program (PRC): 000BD4X20 Budget (BOC): 2505 Funding Flag: Complete Funded: \$0.00				

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**SECTION A - Solicitation/Contract Form**

No clauses included in this section

## **SECTION B - Supplies or Services/Prices**

B-1 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

### **A. Request for Offer**

(1) When the government has a requirement for work to be performed under this contract, the Contracting Officer shall notify the contractor of (i) the work to be performed, (ii) the desired performance schedule, (iii) identify the task order as fixed price or time and materials, and (iv) any other information that may be considered to be of assistance to the contractor in preparing a cost proposal, such as, format and submission due date.

(2) The request for offer (RFO) shall not obligate the government to issue task orders under this contract nor shall it authorize the Contractor to perform any work pursuant to such requests for offer prior to receipt of a fully executed task order.

(3) The Contracting Officer may telephone the contractor to identify resource availability for simple, well-defined tasks which only require the contractor to meet a stated schedule.

(4) The Contracting Officer may telephone or issue written requests by hard copy, facsimile, or e-mail to the contractor requesting the submission of an offer for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered. The request may include a page limitation for the offer based on the complexity of the task.

(5) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from   N/A   through   N/A  . In addition to the Contracting Officer, the following individuals are authorized ordering officers: None.

(6) A Standard Form 30 will be the method of amending task/delivery orders.

### **B. Submission of Offers**

(1) Upon receipt of an RFO from the Contracting Officer, the Contractor shall

(a) acknowledge receipt of the RFO and

(b) furnish an offer within the time specified in the RFO and in the format requested.

(2) Offers shall be submitted orally, or if in writing, in duplicate, and shall include the following:

(a) Names of the personnel performing and the labor category in which each proposed individual is employed.

(b) Rationale for the labor categories, skill levels and number of hours proposed.

(c) Cost of ODC's, if applicable

(d) Cost of travel and per diem, if applicable; travel destination must be specified.

(e) Schedule of performance.

(f) Government furnished material/documents required to accomplish the work, if applicable.

(g) Resumes of all personnel working on the order, if not previously provided.

(h) All task order offers shall include a conflict of interest certification. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the request for offer or similar tasking document. In the COI certification, the contractor must certify that to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who are proposed to perform work under the particular task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include



a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order.

#### C. Task Order Type

This is an indefinite delivery/indefinite quantity task order contract pursuant to FAR 16.504. Work shall be ordered by the issuance of task orders. Task Orders issued under this contract may be issued on a firm-fixed-price or time and material basis.

#### D. Additional Proposal Instructions

Proposals submitted for time and material task orders will be based on the fixed fully loaded labor rates set forth in the below clause entitled "Fixed Rates for Services-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (APR 1984)."

#### E. Time and Materials Orders - Other Direct Costs

Costs for material and other direct costs will be negotiated on a task order specific basis as appropriate. Reasonable and allocable material handling costs or material indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the fully loaded hourly labor rates and are in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the Federal Acquisition Regulation (FAR). No profit margin shall be added to material or other direct costs, as profit is included in the fully loaded hourly labor rates.

F. Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within five (5) calendar days

(End of clause)

#### B-2 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contact.

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
See Attachment 10 "Fixed Rates for Services"	See Attachment 10 "Fixed Rates for Services"	See Attachment 10 "Fixed Rates for Services"	See Attachment 10 "Fixed Rates for Services"	See Attachment 10 "Fixed Rates for Services"

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(End of clause)

#### B-3 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000.00. The amount of all orders shall not exceed \$20,950,000.00.

#### B-4 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION



(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items TO BE COMPLETED IN APPLICABLE TASK ORDERS through TO BE COMPLETED IN APPLICABLE TASK ORDERS are severable and may be incrementally funded. For these items, the sum of \$ TO BE COMPLETED IN APPLICABLE TASK ORDERS of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least \_\_\_\_ 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate \_\_\_\_ 85% percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

PRIOR THIS NEW

AMOUNT MOD AMOUNT

Base Period

Total Maximum Amount: TO BE COMPLETED IN APPLICABLE TASK ORDERS

Funded Amount: TO BE COMPLETED IN APPLICABLE TASK ORDERS

B-5 Local Clauses EPA-B-32-104 CONSIDERATION AND PAYMENT

(a) Payment shall be made monthly in arrears for services performed during the preceding month at the fixed-price rate of TO BE COMPLETED IN APPLICABLE TASK ORDERS per month for the base period. If Options are exercised as identified in Section H, the fixed-price for Option Period I shall be TO BE COMPLETED IN APPLICABLE TASK ORDERS per month; for Option

Period II the fixed-price shall be TO BE COMPLETED IN APPLICABLE TASK ORDERS per month; for Option Period III the fixed-price shall be TO BE COMPLETED IN APPLICABLE TASK ORDERS per month.

(b) If, as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days remaining in the month.

(c) See Section I clause entitled "Prompt Payment" for details concerning payment dates.

(d) The fixed price per month set forth in paragraph (a) shall include all costs and any related profit for providing all services as specified in the Statement of Work including, but not necessarily limited to wages, labor overhead, general and administrative expenses, other direct costs related to performance, and profit.

### **SECTION C - Description/Specifications**

C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

C-3 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated 4/18/2019, which is incorporated by reference.

**SECTION D - Packaging and Marking**

No clauses included in this section

## SECTION E - Inspection and Acceptance

E-1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-2 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

E-3 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
[X] Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA, and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

### Before Award Documentation

1. [X] Documentation of an organization's Quality System. Developed in accordance with either [X] R-2, and/or [X] Other: Customized QMP that is tailored to the activities in the Performance Work Statement (PWS), explains how the organization's quality system will support those specific activities, and is prepared in accordance with R- 2 and the "EPA OST Quality Management Plan Requirements for Contractors" that is provided as a Table 1 of the Technical Proposal Instructions; offerors must submit both the Customized QMP and the "Offeror Crosswalk between the EPA OW QMP Requirements for Contractors and the Offeror's Customized QMP that is provided as Table 2 of the Technical Proposal Instructions.

[ ] Combined documentation of an organization's Quality System and application of QA and QC to the single project covered by the contract. Developed in accordance with either [ ] R-2 and R-5, or by [ ] Other:

\_\_\_\_\_

2. [ ] Programmatic QA Project Plan. Developed in accordance with either [ ] R-5, or [ ] Other:

\_\_\_\_\_

[X] Application of QA and QC activities to the single project covered by the contract. QA Project Plan developed in accordance with either [X] R-5, or [X] Other: Sample project QAPP is required (see Technical Proposal Instructions). The sample QAPP(s) must be a stand-alone QAPP that describe specific procedures for environmental information and data operation relevant to the sample projects, including the collection, generation, analysis and/or use of primary and secondary (existing) data for projects that involve activities similar to those specified in the proposed contract PWS sections 3.1 through 3.13. If the sample QAPP references portions of another Quality System document such as a Quality Management Plan or a generic or a programmatic QAPP (PQAPP, those sections or portions must be included as attachments. The sample QAPP

does not need to be prepared specifically for this RFP PWS, but it must address activities that are similar to those technical activities (not administrative in nature) that would be performed under the proposed contract. The sample QAPPs must reflect a project that involves a similar effort in use of Third-Party Data (Existing Environmental Information and Data) that includes evaluating, verifying, and tracking of information, the software applications that are used including spreadsheets and the QA Standard Operating Procedures that would potentially be used under this contract. The sample QAPPs should describe specific procedures for all environmental information and data operations relevant to the sample projects, including the use of primary and/or existing data, software and model development and validation of the model for its intended use. The QAPP should consist of the elements as specified in EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans*. Additional information on this document can be accessed at the following:  
<https://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans>

☐ Not applicable.

#### After Award Documentation

3. ☒ Documentation of an organization's Quality System. Developed in accordance with either ☒ R-2, and/or ☒ Other: If necessary to address EPA OST comments prior to formal acceptance (before inclusion in the awarded contract the customized QMP must be provided to EPA for EPA review and acceptance of the customized QMP), the Contractor shall bear the cost of one round of revisions to address EPA comments. After review of a revised QMP, EPA may accept the document for inclusion in the awarded contract.

☐ Combined documentation of an organization's Quality System and application of QA and QC to the single project covered by the contract. Developed in accordance with either ☐ R-2 and R-5, and/or by ☐ Other: \_\_\_\_\_

☐ Not applicable.

4. ☒ Documentation of the application of QA and QC activities to applicable project(s).

Developed in accordance with either ☒ R-5; and/or ☒ A supplement to the following Programmatic QA Project Plan; and/or ☒ Other: EPA-specified modifications to EPA QA/R-5 for use in projects that do not involve the collection or analysis of field samples; any such modifications will be specified by EPA in individual work assignments/task orders or delivery orders that require their use.

☒ Programmatic QA Project Plan with supplements for each specific project. Developed in accordance with EPA QA/R-5.: Work Assignment/Task order-specific instructions that may include modifications to EPA QA/R-5 to support programs that involve environmental information and data operations other than field sampling or laboratory analysis. The PQAPP must address all environmental information and data operations described in the contract PWS.

☐ Existing documentation of the application of QA and QC activities will be used: Either: ☐ Documentation developed pre-award; ☐ Documentation will be identified in individual performance work statement/statement of work; ☐ Documentation identified in Section \_\_\_\_\_ of the performance work statement/statement of work.

<sup>1</sup>QMP refers to a Quality Management Plan. Programmatic QA Project Plan refers to a QA Project Plan that would cover multiple projects with similar activities. R-2 refers to EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, 03/20/01) and R-5 refers to EPA Requirements for Quality Assurance Project Plans (QA/R-5) (EPA/240/B-01/003, 03/20/01) - copies of these documents are available at [www.epa.gov/quality](http://www.epa.gov/quality).

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

## **SECTION F - Deliveries or Performance**

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

F-2 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 3 . Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-5 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2016)

F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from effective date of award through five years for the ordering period with an additional 12 months for completion of task orders issued during this period.



## SECTION G - Contract Administration Data

### G-1 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

#### Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

#### 2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

#### 3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to

disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

#### Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

#### G-2 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: TO BE IDENTIFIED IN APPLICABLE TASK ORDERS

(End of clause)

#### G-3 Local Clauses 1552.232-70 DEV SUBMISSION OF INVOICES (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

## INVOICE PREPARATION INSTRUCTIONS

### SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page [] of Standard Form 1035." Type

"INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification,

signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

## INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

(2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number - leave blank.

(4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services - insert the contract number as in the Standard Form 1034.

(7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element.

Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per



books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

#### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.



Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

## COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears

in the contract and its correct address, except when an assignment has been made by the

contractor, or the right to receive payment has been restricted, as in the case of an

advance account. When the right to receive payment is restricted, the type of information

to be shown in this space shall be furnished by the Contracting Officer.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion

voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

#### G-4 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Primary COR: Tanyan Bailey, 202-564-3133, Bailey.Tanyan@epa.gov

Alt-COR: Thomas Gardner, 202-566-0386, Gardner.Thomas@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer: Donna Reinhart, 513-487-2114, Reinhart.Donna@epa.gov

Contract Specialist: Matthew Huber, 513-569-7195, Huber.Matthew@epa.gov

#### G-5 Local Clauses EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Task Order COR referenced in the Clause entitled "TECHNICAL DIRECTION", is the individual authorized by the Contracting Officer on an individual Task Order to:

(1) receive Task Order deliverables;

(2) receive copies of monthly progress reports specific to the Task Order for which the Task Order COR is authorized;

(3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Task Orders for which he/she is cognizant; and

(4) provide technical direction on those Task Orders subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

#### G-6 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Tina Marshall, US EPA, 1200 Pennsylvania Avenue, NW M/C 3204R, Washington, DC 20460, Marshall.TinaMarie@epa.gov, (202) 564-1095

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## **SECTION H - Special Contract Requirements**

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (SEP 1998)

H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

H-5 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a business or financial relationships which would support or affect efforts to contest, oppose, or influence the content of industry effluent guidelines and related programs, and other work products such as regulations, policies, methods, studies, analyses and guidance documents for which it has provided, is providing, or has task orders to provide services to the Agency under this contract, including, but not limited to economic, regulatory, technical, scientific, engineering, litigation, statistical, analytical, research, investigatory, or database support, without prior written authorization from the cognizant EPA Contracting Officer. The restriction shall be in effect during the life of the contract, and it shall remain in effect for a period of three years after the completion of work under the contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-6 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT. (APR 1984)

(a) The Government has the option to extend the effective period of this contract for TO BE DETERMINED IN APPLICABLE TASK ORDERS additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$ TO BE DETERMINED IN APPLICABLE TASK ORDERS for the first option period and a new and separate ceiling price of \$TO BE DETERMINED IN APPLICABLE TASK ORDERS for the second option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from TO BE DETERMINED IN APPLICABLE TASK ORDERS to TO BE DETERMINED IN APPLICABLE TASK ORDERS and option periods from TO BE DETERMINED IN APPLICABLE TASK ORDERS to TO BE DETERMINED IN APPLICABLE TASK ORDERS and TO BE DETERMINED IN APPLICABLE TASK ORDERS to TO BE DETERMINED IN APPLICABLE TASK ORDERS .

(End of clause)

H-7 EPAAR 1552.217-77 OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE. (OCT 2000)

The Government has the option to extend the term of this Task Order for TO BE DETERMINED IN APPLICABLE TASK ORDERS additional period(s). If more than TO BE DETERMINED IN APPLICABLE TASK ORDERS days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last TO BE DETERMINED IN APPLICABLE TASK ORDERS days of the period of performance, the Government must provide to the Contractor written notification prior to that last TO BE DETERMINED IN APPLICABLE TASK ORDERS -day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start date	End date
TO BE DETERMINED IN APPLICABLE TASK ORDERS	TO BE DETERMINED IN APPLICABLE TASK ORDERS	TO BE DETERMINED IN APPLICABLE TASK ORDERS

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
TO BE DETERMINED IN APPLICABLE TASK ORDERS	TO BE DETERMINED IN APPLICABLE TASK ORDERS

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price	Option period
TO BE DETERMINED IN APPLICABLE TASK ORDERS	TO BE DETERMINED IN APPLICABLE TASK ORDERS

(End of clause)

H-8 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

H-11 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

H-12 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

H-13 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

H-14 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

H-15 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

H-16 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (DEC 2018)

H-17 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

H-18 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 5 calendar days after the Contractor's transmittal to the Contracting



Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-19 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

H-20 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager:	(b)(4)
Senior Scientist (Fisheries Biologist) -	(b)(4)
Senior Scientist -	(b)(4)
Senior Scientist -	(b)(4)
Senior Scientist -	(b)(4)
Senior Scientist -	(b)(4)
Quality Assurance Manager	(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting

Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-21 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

H-22 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.



(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

#### H-23 Local Clauses EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

#### H-24 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

#### H-25 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

#### H-26 Local Clauses EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

**NOTE: ONLY APPLICABLE AT THE TASK ORDER LEVEL FOR TASK ORDERS REQUIRING PEER REVIEW AND EXPERT PANELISTS**

(a) Prior to selecting expert panelists/peer reviewers, the Contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member or peer reviewer. The financial and professional information obtained by the Contractor as part of the evaluation to determine the existence of an actual or potential COI is considered private and shall not be disclosed to outside entities except as required by law and/or regulation.

(b) The Contractor shall ensure that proposed expert panelists and peer reviewers will not have an actual or potential COI if they are selected to participate in an expert panel or peer review. When determining if a proposed peer reviewer or expert panelist may have an actual or potential COI, the Contractor shall incorporate the following yes/no questions (1) - (9) and requests for supporting information (10) - (18) into its established process to evaluate and determine the presence of an actual or potential COI:

**Conflict of Interest Analysis Questions and Supporting Information**

(1) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months? Yes\_\_No\_\_

(2) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months? Yes\_\_No\_\_

(3) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months? Yes\_\_No\_\_

(4) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months? Yes\_\_No\_\_

(5) To the best of your knowledge and belief, have you, your spouse, or dependent child, held in the past 24 months any financial holdings (excluding well-diversified mutual funds and holdings with a value of less than \$15,000) with any connection to the subject chemical or topic? Yes\_\_No\_\_

(6) Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review? Yes\_\_No\_\_

(7) Have you had previous involvement with the development of the document (or review materials) you have been asked to review? Yes\_\_No\_\_

(8) To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias? Yes\_\_No\_\_

(9) To the best of your knowledge and belief, is there any financial benefit that might be gained by your or your spouse as a result of the outcome of this review? Yes\_\_No\_\_

(10) Compensated and non-compensated employment (for panel member/peer reviewer and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two years, including a brief description of the work.

(11) Research Funding (for panel member/peer reviewer): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member/peer reviewer served as the Principal Investigator, Significant Collaborator, Project Manager or Director. For the panel member/peer reviewer's spouse, provide a general description of the spouse's research and project activities for the preceding two years.

(12) Consulting (for panel member/peer reviewer): list all compensated consulting activities during the preceding two years, including the names of the clients if compensation provided 15% or more of your annual compensation. For the panel member's spouse, provide a general description of the spouse's consulting activities for the preceding two years.

(13) Expert witness activities (for panel member/peer reviewer): list the sources of compensated expert witness activities and a brief description of each issue and your testimony. For the panel member/peer reviewer's spouse, provide a general description of the spouse's expert testimony provided in the preceding two years.

(14) Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member/peer reviewer, spouse, and dependent children): list specific financial holdings that collectively had a fair market value greater than \$15,000 at any time during the preceding 24-month period (excluding well-diversified mutual funds, money market funds, treasury bonds and personal residence).

(15) Liabilities (for panel member/peer reviewer, spouse, and dependent children): list liabilities over \$10,000 owed at any time in the preceding twelve months (excluding a mortgage on your personal residence, home equity loans, automobile and consumer loans).

(16) Public Statements: Provide a brief description of any public statement and/or positions taken that are closely related to the matter under review by the panel member.

(17) Involvement with document under review: Provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.

(18) Other potentially relevant information: Provide a brief description of any other information that might reasonably raise a question about actual or potential personal conflict of interest or bias.

#### H-28 Local Clauses EPA-H-11-108 SURVEY MANAGEMENT HANDBOOK

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the contractor shall follow the procedures set forth in the EPA's handbook on survey management, which can be found at the following web site: <https://ncpis.epa.gov/Exc/ZyPURL.cgi?Dockey=P1005GNB.txt>

#### H-29 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### H-30 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

#### H-31 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

#### H-32 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a

particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

#### H-33 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

#### H-34 Local Clauses EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained TO BE IDENTIFIED IN APPLICABLE TASK ORDERS.

(2) Description of circumstances necessitating the training. TO BE IDENTIFIED IN APPLICABLE TASK ORDERS.

(3) Estimated cost TO BE IDENTIFIED IN APPLICABLE TASK ORDERS.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

#### H-35 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Task Order COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

#### H-36 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

End of clause

## SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

(a) *Definition.*

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

*Poster(s) Obtain from*

EPA Hotline Poster may be obtained from: <http://www.epa.gov/oig/hotline/html> or write to EPA Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW Washington, DC 20460

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-11 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)

I-12 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)



I-13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2018)

I-15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

I-16 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)

I-17 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

I-18 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) *Definitions.* As used in this clause-

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.



- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-19 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-20 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (Oct 2018)

I-21 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-22 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-23 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-24 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-25 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-26 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-27 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost

rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-28 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date through five years from the effective date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-29 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 40 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-30 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months beyond the expiration of the contract.

(End of clause)

I-31 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the ordering period.

(End of clause)

I-32 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

[ ] Offeror elects to waive the evaluation preference.

I-33 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)

I-34 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (AUG 2018) - ALTERNATE II (NOV 2016)

I-35 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-36 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions*. As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.



(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541620 assigned to contract number 68HERC20D0016. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

I-37 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-38 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-39 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-40 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-41 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)



I-42 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-43 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-44 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-45 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)

I-46 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-47 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-48 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause-

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

*Recovered material* means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Nicholas Bisher, USEPA, Cincinnati Acquisition Division, 26 W. Martin Luther King Drive, Cincinnati, OH 45268, Tel: (513) 487-2652, [bisher.nicholas@epa.gov](mailto:bisher.nicholas@epa.gov).

(End of clause)

I-49 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (AUG 2018)

I-50 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-51 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-52 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-53 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-54 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-55 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE II (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. 68HERC20D0016 (and subcontract: NOT APPLICABLE, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: (Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.)

I-56 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)

I-57 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-58 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-59 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

I-60 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)

I-61 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-62 FAR 52.232-1 PAYMENTS. (APR 1984)

I-63 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and

employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-64 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-65 FAR 52.232-11 EXTRAS. (APR 1984)

I-66 FAR 52.232-17 INTEREST. (MAY 2014)

I-67 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-68 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

I-69 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

I-70 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-71 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-72 FAR 52.233-1 DISPUTES. (MAY 2014)

I-73 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-74 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-75 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-76 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-77 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-78 FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

I-79 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-80 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)

I-81 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-82 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

(a) *Definitions.* As used in this clause-

*Approved purchasing system* means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract* means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: NONE.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;



- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (b)(4)

(b)(4)

(End of clause)

I-83 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)

I-84 FAR 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

I-85 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-86 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-87 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I-88 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-89 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-90 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-91 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov>

(End of clause)

I-92 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)



**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Attachment 1 - Performance Work Statement (PWS)	12/10/2018
2	Attachment 2 - Quality Assurance Surveillance Plan (QASP)	12/03/2018
3	Attachment 3 - Reports of Work	12/03/2018
4	Attachment 4 - Definition of Labor Categories	12/03/2018
5	Attachment 5 - Office of Science and Technology Confidential Business Information Application Security Plan	08/01/2011
6	Attachment 6 - Contracting Officer Added Clauses	10/10/2019
7	Attachment 7 - Small Business Subcontracting Plan	4/22/2019
8	Attachment 8 - Contractor's Organizational Conflict of Interest (OCOI) Plan	4/22/2019
9	Attachment 9 - Quality Management Plan	4/18/2019
10	Attachment 10 - Fixed Rates for Services	10/10/2019
11	Attachment 11 - General Security Plan for Confidential Business Information	3/31/2019

## **SECTION K - Representations, Certification, and Other Statements of Bidders**

### **K-1 Reference Statement**

The Representation, Certification, and other Statements of Offerors completed by the contractor as part of the response to the RFP 68HE0C18R0021 are incorporated into the contract by reference.

## **ATTACHMENT 1 PERFORMANCE WORK STATEMENT**

### **“Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments and of Microbial Pathogens in Surface Waters”**

#### **1. BACKGROUND**

1.1 The EPA's Office of Water (OW) has responsibilities under the Clean Water Act of 1987 (CWA) that include directing the national program for adoption of Water Quality Standards (WQS), conducting a program to monitor chemical contaminants in fish, developing prevention and remediation strategies to reduce the risk to human health and aquatic life resulting from contaminated fish and sediment, conducting a program for beach monitoring and advisories relating to microbial pathogens in surface waters, and preparing outreach and awareness materials, including developing instructional materials and presenting workshops.

1.2 Contaminants in surface waters, sediments, fish tissue and other aquatic organisms pose threats to ecological and human health. Microbial pathogens in surface waters also pose threats to human health through bathing beach exposure. OW is developing methods and guidance for EPA's program offices, state agencies, local governments, and nongovernmental organizations to assess, remediate, or otherwise manage, and communicate the risks associated with exposure to these contaminants and microbial pathogens. OW is also conducting studies to assess the national extent and severity of fish tissue contamination and sediments, as well as water-borne pathogens present at bathing beaches.

1.3 The National Water Quality Standards Program provides support for the development, implementation and evaluation of WQS by identifying, assessing and controlling risks to aquatic ecosystems. This support encompasses a broad range of activities, including the following: regulation, policy, and guidance development; technical support to states/tribes/territories (e.g., use attainability analyses, modeling and economic and benefits analyses); establishment of national WQS priorities; coordination of WQS reviews and national WQS promulgations; WQS outreach and training; and management of cross-media and multi-Agency policies for attainment of standards and exposure goals.

Contractor support is required for the activities listed and described below. The order of these task areas is not based on importance.

#### **2. PURPOSE**

The purpose of this contract is to provide technical support to the Agency in addressing the following task areas:

1. Risk-based analyses;
2. Economic and statistical analyses;
3. Technical guidance, report development, and general program analysis;
4. Compilation and analysis of national and international environmental data;
5. Development and application of methods;
6. Environmental assessments;
7. Field sampling;
8. Laboratory analysis;
9. Workshops, conferences, training, and logistical support;
10. Expert/peer review support;

11. Public outreach and technology transfer;
12. Compilation, categorization, and summarization of comments; and
13. Preparation of presentation materials.

### **3. PERFORMANCE WORK STATEMENT**

The contractor shall supply all necessary labor, materials, services, equipment and facilities in support of EPA (OST/SHPD) as delineated below and as further directed by specific task orders.

#### **3.1 Risk-based Analyses**

The contractor shall provide technical support for performing risk-based analyses to assess the human health and/or ecological risks associated with exposure to contaminants, naturally occurring agents such as biotoxins, microbial pathogens in water, fish and other aquatic organisms, and sediment. These analyses may address comparative risks of exposure to contaminants from a range of sources, as well as the health benefits of consuming fish and aquatic organisms. Analyses may also address the human health risks of exposure to microbial pathogens. The contractor shall perform a range of activities related to risk-based analyses, including, but not limited to, the following: compiling and analyzing data; preparing literature searches and reviews, synopses of risk assessment and management issues, and reports; and developing risk-based tissue residue threshold models for bioaccumulation in marine and freshwater species.

#### **3.2 Economic and Statistical Analyses**

The contractor shall produce data required (and economic assessments of cost to be incurred by the regulated community, and local, state, and federal governments) for alternative regulatory and policy options. The contractor shall also provide data required for EPA's assessment of the benefits of the regulation or policy to society. Analyses may include environmental benefits, health benefits, recreational benefits, and other ecological benefits. Other analyses conducted may include cost analysis, cost-effectiveness analysis, and cost-benefit analysis. Where feasible, the contractor shall quantify and monetize the benefits. The data shall be provided in either raw or aggregate form and transmitted in hard copy and electronic format. The contractor shall also conduct other statistical analyses to help interpret data and assess the impact of management options and guidance (as it relates to human health risks from bioaccumulative contaminants and microbial pathogens). These analyses may include preparing and analyzing large sets of environmental and socioeconomic data using a variety of statistical procedures.

#### **3.3 Technical Guidance, Report Development, and General Program Analysis**

The contractor shall provide technical and production support for the development of EPA technical guidance, documents, and reports, as well as support for other activities related to general program analysis.

The contractor shall clearly describe and document project objectives and requirements, along with data and information gathering activities; clearly display, characterize, and interpret the data and information collected; clearly explain the assumptions made; indicate the sources used and not used; report dissenting views; and clearly explain the methodological choices made both conceptually and in data selection.

The contractor shall prepare documents and reports to support the EPA's regulatory and non-regulatory requirements for developing and implementing water quality standards and for assessing the human health and ecological risks associated with microbial pathogens in water and with contaminants in water, fish tissue

and sediments. Deliverables include data summaries, technical reports, guidance documents, case studies, options papers, and issue papers on topics that include the following:

- Data interpretation for water quality standards (WQS) development and for human health and ecological risk assessment;
- Testing and analysis of water, fish tissue, and sediments (including dredged materials);
- Analysis of fish consumption advisories and development of materials related to fish consumption advisories for the protection of human health;
- Design and implementation of water, fish tissue monitoring programs and sediments;
- Assessment and management of the human health risks caused by exposure to contaminants and microbial pathogens at bathing beaches, and in associated waters, organisms, and sediments;
- Management of collected data;
- Development and review of water quality criteria;
- Antidegradation policy and implementation procedures;
- Designated uses;
- General policies related to WQS, such as mixing zones, flow provisions, and variances;
- Tribal WQS issues;
- Endangered Species Act (ESA) consultations; and
- Other policy support and program management areas to potentially increase efficiencies in the WQS and related programs;
- Development of point and nonpoint source controls to prevent surface water, fish tissue and sediment contamination;
- Assessment, prevention, and remediation of contaminated sediment;
- Regulatory actions addressing contaminated sediment source control and remediation.

### **3.4 Compilation and Analysis of National and International Environmental Data**

The contractor shall provide technical support for updating EPA's environmental databases and compilations. The contractor shall also provide technical support for completing data analyses and reports for national, regional, and pilot studies, such as the following:

- EPA's National Study of Chemical Residues in Lake Fish Tissue, Great Lakes Human Health Fish Fillet Tissue Study and National Rivers and Streams Assessment (NRSA) Human Health Fish Tissue Study,
- EPA's survey of sediment quality in the United States,
- NHANES studies on chemical contaminants in human samples and correlations to fish consumption

Work to be completed by the contractor may include:

- Collection of program information from various organizations that relate to water quality standards, fish advisories, and recreational water advisories. Organizations include state, tribes, and territories; local and regional governments; and other countries or sources.
- Collection of water quality, sediment quality, fish advisory and tissue data (including geo-referencing data) from federal and nonfederal sources and compilation of these data into national repositories for storage, analysis, and dissemination.
- Updates to databases and clearinghouses of data to efficiently and systematically gather, store, and manipulate a variety of technical, environmental, statistical, and scientific information in a format that is usable to EPA.

- Support for development of a complete and accurate translation of foreign language data. Translations shall be performed by experienced scientific translators well-versed in statistical, chemical, toxicological, or biological terminology, as appropriate. The contractor shall ensure that there are not terminology or language usage ambiguities that make interpretation or analysis of the findings difficult.

### **3.5 Development and Application of Methods**

The contractor shall provide technical support for development, evaluation, and application of methods for molecular biological, biological, microbiological, sediment toxicity, and water quality assessment in marine and freshwater environments. Work to be performed by the contractor may include completing laboratory experiments and analyses to develop test protocols, using field and laboratory work to validate test methods, conducting comparative test sensitivity analyses, developing models and guidance for interpretation of test results, conducting inter-laboratory comparison studies, and developing standard method protocol documents. All field monitoring activities, calculations, laboratory records, logs, data processing information, sampling procedures, sample preparation and preservation methods, sample tracking procedures, and field sampling QA/QC efforts assigned by EPA shall comply with all EPA requirements and shall be reported to EPA in the formats specified in individual task orders.

### **3.6 Environmental Assessments**

The contractor shall provide technical support for conducting environmental assessments, including the following types of efforts: assessing, preventing, and remediating toxic contaminants in water, fish tissue and sediment; assessing microbial pathogens in water; and implementing 40 CFR Part 131 and Clean Water Act Section 406. These assessments may take many forms, which include, but are not limited to, the following:

- conducting national inventories of point and nonpoint sources of contaminants in various media (e.g., water, fish, sediment, etc.) related to water quality;
- estimating or measuring environmental concentrations of pollutants released from point and nonpoint sources;
- conducting national, regional and pilot-scale assessments of contaminants in fish tissue for human health applications;
- compiling and analyzing point and nonpoint source contaminant discharge information;
- conducting analyses, such as use attainability analyses and site-specific criteria development, in support of water quality standards;
- conducting pollutant-specific evaluations of environmental fate and effects, human and animal health effects, and toxicology;
- determining the effects of evaluated point and nonpoint source discharges on receiving waters;
- assessing watersheds using computer models to evaluate fate and transport of pollutants and their impacts on health and ecosystems;
- performing multimedia modeling analyses addressing fate and effects of multiple pollutants; and
- indicating potential water quality impacts on organisms identified under the ESA and providing support for ESA consultations with the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration National Marine Fisheries Service.

### **3.7 Field Sampling**

The contractor shall provide technical support for performing field sampling for water, fish, sediments, benthic organisms, indicators of microbial pathogens, and other indicators of water quality. Field sampling may include support for national or regional studies, pilot studies, microbiological assessments related to beach monitoring, and assessments for water quality criteria development, including site-specific criteria

development and other water quality standards modifications. Experience at the expert level in freshwater fish sampling and in accurately applying freshwater fish taxonomy to identify fish species is essential to support SHPD's fish contamination monitoring program. The contractor shall conduct field sampling activities in accordance with the requirements outlined in applicable EPA guidance, project-specific Quality Assurance Project Plans, and standard operating procedures (SOPs) as specified in individual task orders (e.g., "Guidance for Assessing Chemical Contaminant Data for Use in Fish Advisories, Volume 1: Fish Sampling and Analysis", EPA 823-B-00-007; "QA/QC Guidance for Sampling and Analysis of Sediments, Water, and Tissues for Dredged Material Evaluations", EPA 823-B-95-001; "Methods for Collection, Storage and Manipulation of Sediments for Chemical and Toxicological Analyses: Technical Manual", EPA-823-B-01-002).

### **3.8 Laboratory Analysis**

The contractor shall provide technical support for performing laboratory analyses, including application of analytical chemistry methods for sample analysis (e.g., fish tissue, sediment, and water samples) and methods for toxicological, molecular biological, and biological testing. This support consists of developing laboratory solicitations that describe methods requirements, procuring the services of a qualified laboratory, verifying laboratory qualifications, providing technical oversight for laboratory procedures, ensuring implementation of all QA/QC requirements, and reviewing (e.g., verifying and validating) and reporting laboratory results. For analytical laboratory support, expertise in analytical chemistry for organics, inorganics and "conventional" pollutants in water, sediments, fish tissue and other media, knowledge of EPA standard analytical methods, and pertinent analytical laboratory experience with the requisite instrumentation and sample preparation/extraction techniques is essential. The contractor shall conduct laboratory analyses and deliver results in accordance with project-specific Quality Assurance Project Plan (QAPP) requirements and requirements of EPA standard methods or other methods specified in task orders. The contractor shall have or have access to the facilities necessary to perform laboratory analyses. If the contractor has no laboratory facility, the contractor shall demonstrate the capability to obtain and coordinate appropriate laboratory services, when necessary, to access the facilities, equipment, and scientific expertise needed to conduct required laboratory analyses and to monitor laboratory performance.

### **3.9 Workshops, Conferences, Training, and Logistical Support**

The contractor shall provide support to EPA for planning, organizing, conducting and/or attending meetings (e.g., live, interactive, web-based, or satellite-based) developed for a variety of purposes and audiences, including training sessions, interactive workshops, technical assistance workshops, public forums, facilitated negotiations, conferences, and other types of meetings to support the mission of this contract. Contractor support may include, but is not limited to, the following:

- arranging for meeting space (when federally-owned space is not available), exhibit booth space, and audio-visual equipment;
- preparing and formatting of EPA-developed agendas and advance information for attendees (e.g., background papers and logistics sheets);
- providing logistical support for a variety of meetings for EPA, other federal and state agencies, tribes, the regulated community, and the public to support implementation of the water quality standards program and other programs related to water quality;
- preparing visual aids;
- preparing case studies and interactive activities;
- developing and distributing instructional or informational materials;
- providing registration support, including on-line capability and sign-in checklists;
- providing instructors and facilitation support;
- providing on-site technical support;
- summarizing participant evaluations of meeting effectiveness and interpreting results;



- preparing minutes, summary reports, and proceedings documents;
- facilitating strategy sessions with the regions;
- training regions and states in the use of science tools;
- training field sampling teams and laboratory staff on SOPs and other project requirements (e.g., QC requirements) for sample collection and preparation; providing mechanisms for technical assistance to states/tribes/territories, and other users in the application of EPA guidance, databases, models, etc., such as a helpdesk; and
- hosting, producing, and supporting webinars and webcasts.

The contractor shall also provide support to identify and provide speakers or technical experts, including logistical support for their attendance when they meet the requirements of specific contract performance. The contractor shall arrange travel only in accordance with the authority and limitations in the Section H clause entitled “Approval of Contractor Travel” (i.e., use of contract funds to reimburse travel is strictly limited to logistical support for speakers, scientists, and experts who contribute directly to the requirements specified in a task order issued under this PWS).

### **3.10 Expert/Peer Review Support**

The contractor shall provide peer review of documents or products developed by EPA. The contractor is precluded from peer review of documents or products that they developed or assisted in developing. The number of reviewers required and their qualifications will be specified by the relevant task order. These qualifications may be expected to vary with the technical nature of the product. It is the responsibility of the contractor to ensure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest. It is also the responsibility of the contractor to submit conflict of interest certifications consistent with contract requirements.

The contractor shall submit peer review written comments, with all supporting materials, such as additional references or suggested approaches, to the EPA COR/TOCOR for EPA preparation of final review and recommendations to EPA authors. Review packages submitted by the contractor to EPA shall include the following:

- written general comments and specific changes or revisions required to improve the clarity and scientific accuracy of documents or products,
- any new data that might contribute to the derivation of improved processes and procedures, and
- other scientific and technical materials that may be pertinent to the peer review.

Prior to selecting expert panelists/peer reviewers, the contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member. The financial and professional information obtained by the contractor as part of the evaluation to determine the existence of an actual or potential conflict of interest is considered private and non-disclosable to outside entities except as required by law and/or regulation. The contractor shall adhere to the EPA’s COI policy for contractor managed peer review of certain types of influential documents. See <https://www.epa.gov/osa/conflicts-interest-review-process-contractor-managed-peer-reviews-epa-highly-influential>.

The contractor shall ensure that proposed peer reviewers will not have an actual or potential conflict of interest if they are selected to participate in a peer review.

The contractor shall also be available to clarify any peer reviewer comments and recommendations. The Contractor shall follow the US EPA Agency Peer Review Handbook. For further information and guidance,



see <https://www.epa.gov/osa/peer-review-handbook-4th-edition-2015>, Appendix E of the US EPA's Peer Review Handbook.

### **3.11 Public Outreach and Technology Transfer**

The contractor shall provide support to EPA for developing public education, outreach, and technology transfer documents and information materials related to the mission of SHPD programs. These materials shall be developed for public audiences, groups of specific stakeholders, or other audiences identified by EPA. The contractor shall submit draft materials to EPA for review and shall incorporate revisions into the presentation materials, as directed, to prepare final materials. The contractor shall provide technical editing services as described under the relevant task order.

The contractor shall have the capability to conduct mass mailings and send mass e-mails, as directed in individual task orders. As specified in task orders, all training and outreach materials may be developed in both printed format (e.g., documents, posters, pamphlets, newsletters) and electronically-readable format (e.g., CDs, flashdrives). For print products, the contractor shall prepare and deliver a camera-ready copy and a copy on disk in a format that enables the material to be posted on the internet, as needed. The contractor shall provide all materials in accordance with the limitations set forth in the Section H clause titled "Printing" (EPAAR 1552.208-70).

The contractor shall provide support to EPA for developing and implementing marketing, media (including social media), and distribution strategies for public outreach and education materials. The contractor shall also provide support to EPA for evaluating these materials before and after their distribution, as needed.

### **3.12 Compilation, Categorization, and Summarization of Comments**

The contractor shall compile, categorize, and summarize public comments on, and EPA responses to, draft and/or proposed rules, policies, guidance, and other documents developed by EPA that are related to water quality standards and criteria or other SHPD programs. The contractor shall develop a comprehensive index of comments for the purpose of classifying comments into categories. The contractor shall prepare a list with cross-references of all issues, as well as all supporting data and information. Based on its analysis of comments, the contractor shall provide information to be used by the Agency to respond to comments; to improve regulatory, policy, and document development; and to prepare rebuttal testimony or briefs for litigation and court review. For technical issues assigned by EPA, the contractor shall, based upon a thorough knowledge and understanding of the rulemaking strategy, guidance, or document, prepare cogent and accurate draft technical responses to comments, including all relevant citations, for EPA review and approval.

### **3.13 Preparation of Presentation Materials**

The contractor shall provide support to EPA for the development of briefing and other presentation materials for a variety of audiences on work conducted for EPA under the contract (e.g., results of analyses and assessments, development and application of methodologies, etc.). These audiences may consist of EPA managers and staff, administration and Congressional staff and managers, other government agencies, task forces, public meeting participants, and environmental, professional, or industry organizations. Support for presentation materials may include, but is not limited to, the preparation of briefing packages, slides, binders, posters, and videos. The contractor shall submit draft presentation materials to EPA for review and shall incorporate revisions into the presentation materials, as directed, to prepare final materials. The contractor shall submit all presentation materials in draft final form to the EPA COR/TOCOR for review and approval prior to distribution or use of the materials. These activities shall only be performed directly in support of the requirements of this performance work statement.

## **4. QUALITY ASSURANCE**

### **4.1. Quality Management System**

The contractor shall have an approved Quality Management Plan (QMP) that conforms with the Agency Quality Assurance/Quality Control (QA/QC) procedures in the performance of activities under this contract. This customized QMP, sample QAPPs shall be a demonstration of the contractor's qualifications relevant to implementing the QA planning and QC review strategies needed to support the activities described in the PWS.

#### **4.1.A. Quality Management Plan (QMP) and Quality Assurance (QA) Qualifications**

- The customized QMP shall be tailored to the requirements of this PWS, and shall explain how the organization's Quality System, including quality assurance (QA) planning and quality control (QC) review strategies, shall support those specific activities. The customized QMP shall be prepared in accordance with EPA Requirements for Quality Management Plans (QA/R-2) and tailored to address the OST QMP requirements listed in Table 1 attached to this PWS.
- The QMP shall recognize and address EPA's plans to require a contract-level programmatic QAPP (PQAPP) for the activities contained in this PWS and project-specific QAPPs to support individual task orders issued under this contract.
- The contractor shall complete and submit the crosswalk provided in Table 2 attached to this PWS. The crosswalk shall identify where each requirement specified in Table 1 is addressed in the customized QMP.

### **4.2 Quality Assurance Project Plans**

All work funded by EPA that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized data bases and information systems shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). The contractor shall prepare Quality Assurance Project Plans in accordance with published EPA guidance or equivalent specifications defined by EPA, as designated in applicable task orders.

EPA will review and return the QAPPs, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the agency for approval. The contractor shall not commence work involving environmental data generation or use until the EPA has approved the QAPP or portions thereof affecting the activity. During the period of the contract, the contractor shall implement all QAPPs approved by EPA.

For more information on EPA's QAPP requirements and guidance see EPA's website at:  
<http://www.epa.gov/quality/qapps.html>.

### **4.3 Quality Assurance Audits**

The contractor and any subcontractor shall anticipate that one or more quality assurance audits may be performed during the contract duration. These external quality assurance audits will be performed by EPA or an EPA support contractor. Selection of the specific areas of focus for audits will be commensurate with the scope and needs of the program. These external audits are intended to complement, not replace, the internal audits performed by the awardee.

#### **4.4 Quality Assurance Reporting**

Each interim and/or final report produced as a result of an activity that required QA/QC documentation shall include, as an integral section of the project report, as an Appendix to the project report, or as a separate report, a readily identifiable discussion of the data quality of the project. Requirements for reports shall be specified in applicable task orders and shall include the following items at a minimum:

- Discussions of the quality of data produced/used in terms of precision, accuracy, completeness, method detection limit, and representativeness, or semi-quantitative assessments of data quality, as applicable.
- Limitations or constraints on the use of the data, if any.

#### **4.5 Data Integrity**

The awardee and any subcontractor shall adhere to a data integrity code. No person shall participate in:

- the intentional selective reporting of data,
- the intentional reporting of data values that are not the actual values obtained,
- the intentional reporting of dates and times of data analyses that are not the actual dates and times of data analyses, or
- the intentional representation of another's work as one's own.

#### **4.6 Substantive Changes to EPA-Approved Quality Documentation**

Any substantive changes to the specifications in the EPA-approved QMPs and QAPPs shall be submitted by the contractor to the EPA COR/TOCOR respectively, for review and approval. The contractor shall identify the change and explain the rationale for the change. Revisions to EPA-approved QMPs or QAPPs must be approved by the EPA COR/TOCOR, respectively, as well as the contractor and EPA QA representatives. Implementation of the revision(s) commence(s) only after the awardee receives written EPA approval.

#### **4.7 Quality Assurance Policy, Guidance and Tools:**

General website:

<http://www.epa.gov/quality/>

Sub-page for QAPPs

<http://www.epa.gov/quality/qapps.html>

<http://www.epa.gov/quality/qs-docs/r5-final.pdf>

See particularly for existing data projects (in first link, see Chapter 3):

<http://www.epa.gov/quality/qs-docs/g5-final.pdf>

<http://www2.epa.gov/sites/production/files/2015-01/documents/assess2.pdf> [Science Policy Council]

<http://www2.epa.gov/osa/guidance-evaluating-and-documenting-quality-existing-scientific-and-technical-information> [Addendum]

EPA Forum on Environmental Measurement, POLICY TO ASSURE COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA UNDER AGENCY-FUNDED ACQUISITIONS

[https://www.epa.gov/sites/production/files/2016-11/documents/fem-lab-competency-policy\\_policy\\_updated\\_nov2016.pdf](https://www.epa.gov/sites/production/files/2016-11/documents/fem-lab-competency-policy_policy_updated_nov2016.pdf)

EPA Forum on Environmental Measurement, FREQUENTLY ASKED QUESTIONS:

Policy to Assure Competency of Organizations Generating Environmental Measurement Data under Agency Funded Acquisitions

Version 02/21/2011

<https://www.epa.gov/sites/production/files/2015-10/documents/faqs-for-acquisitions.pdf>

Scientific Integrity Policy documents:

<https://www.epa.gov/osa/policy-epa-scientific-integrity>

Risk Assessment information:

<https://www.epa.gov/risk>

EPA Quality Assurance Guidance:

<https://www.epa.gov/quality/agency-wide-quality-system-documents#guidance>

**EPA Information policies and directives**

**<https://www.epa.gov/irmpoli8/current-information-directives>**

CIO 2130.1	<u>Section 508: Accessible Electronic and Information Technology</u>	<b>Procedures</b> <ul style="list-style-type: none"><li>• <u>Accessible Electronic and Information Technology Standards, Procedures, and Guidance</u></li></ul>
CIO 2131	<u>National Geospatial Data Policy</u>	<b>Procedures</b> <ul style="list-style-type: none"><li>• <u>National Geospatial Data Procedures</u></li></ul>
CIO 2132.0	<u>Uniform Rulemaking Docket Manual</u>	
CIO 2133.0	<u>Data Standards</u>	<b>Procedures</b> <ul style="list-style-type: none"><li>• <u>Data Standards Development Procedures</u></li><li>• <u>Data Standards Maintenance Procedures</u></li><li>• <u>Data Standards Implementation Procedures</u></li><li>• <u>Data Standards Waiver Procedures</u></li></ul>
CIO 2134.0	<u>Information Collection Policy</u>	<b>Procedures</b> <ul style="list-style-type: none"><li>• <u>Implementing the Cross-Media Electronic Reporting Regulation (CROMERR) for EPA and Co-Regulator Systems</u></li></ul>

CIO 2135.0	<u>Enterprise Information Management Policy (EIMP)</u>	<b>Procedures</b> <ul style="list-style-type: none"> <li>• <u>EIMP Cataloguing Information Procedure</u></li> </ul> <b>Guidance</b> <ul style="list-style-type: none"> <li>• <u>EIMP Minimum Metadata Standards</u></li> </ul>
CIO 2136.0	<u>Electronic Signature Policy</u>	<b>Procedures</b> <ul style="list-style-type: none"> <li>• <u>Electronic Signature Procedure</u></li> </ul>

## 5. INFORMATION TECHNOLOGY REQUIREMENTS

There's no IT development in this procurement.

## 6. ENVIRONMENTAL JUSTICE

Executive Order 12898 (Environmental Justice) directs federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the Agency's continuing commitment to environmental justice and fair treatment of all people, the contractor shall notify the EPA COR/TOCOR of minority and low-income populations, as well as populations with differential patterns of subsistence consumption of fish and wildlife, likely to be affected by a program, policy, or activity associated with work done under the contract and, when directed by EPA, shall identify any disproportionately high and adverse human health or environmental effects of the program, policy or activity of concern on these populations.

## 7. PERFORMANCE BASED REQUIREMENTS

The requirements contained in this contract are considered performance-based, focusing on the Agency's desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency's performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. The contractor's performance shall be reflected in the positive or negative evaluation offered by the Agency in the Past Performance Evaluation (PPE) which is evaluated annually (per the Past Performance Evaluation clause in the contract). In issued task orders, the Performance Objectives shall be designated as "Tasks" specified within the scope of work. In cases where Tasks (Performance Objectives) and minimum Acceptable Quality Levels (AQLs) are not being met, the contractor shall make every effort to immediately correct the problem to ensure customer satisfaction. If the problem is systemic, the contractor shall submit a plan of corrective action to the EPA COR/TOCOR. Each TOCOR shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), included as Attachment 2 to this contract, which will then be utilized by the EPA PO in preparing the overall evaluations submitted annually in response to the

Past Performance Evaluation requirements in the contract. The past performance evaluation scoring will take into consideration the successes, shortcomings, and corrective actions associated with meeting the performance standards delineated in the QASP.

**TABLE 1**  
**EPA OST QUALITY MANAGEMENT PLAN REQUIREMENTS FOR OFFERORS**

This is a list of requirements for offeror Quality Management Plans (QMPs) that are submitted to the OST Quality Assurance Officer/Coordinators for review under RFP SOL-CI-17-00102.

Required elements in this list are discussed in detail in *EPA Requirements for Quality Management Plans (QA/R-2)*, as customized below to meet EPA needs under the RFP. Consult this resource for more information on the items below.

**Note that all items below must be included in a QMP.** If an item is not relevant, an explanation must be provided. Also note that the process may either be described or referenced in the QMP; however, all references should be readily accessible within the organization.

These RFP Technical Proposal Instructions include a separate Table 2 that provides a crosswalk between the OST QMP requirements and the offeror's QMP. The offeror must: 1) complete the Table 2 crosswalk by identifying the specific location in which its QMP addresses each OST QMP requirement, and 2) submit the crosswalk as part of its technical proposal. Failure to comply with the requirements identified below will result in rejection of the submitted QMP.

Note also that per QA/R-2 section 2.6, Quality Management Plan Submission and Approval, "EPA approval of a Quality Management Plan will be valid for no more than ... the length of the extramural agreement...."

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
<b>MANAGEMENT AND ORGANIZATION (3.2)</b>	
1. Approval page signed and dated by the proposed Program Manager, and the organization's management that supervises the Program Manager as a minimum	QMPs that are not signed by the organization's management when submitted with offer automatically will be deemed unacceptable.
2. Approval page signed and dated by organization's QA manager	Offerors may use a term equivalent to "QA manager." QMPs that are not signed by the organization's QA manager (or equivalent) when submitted with the offer automatically will be deemed unacceptable.

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
3. Includes a section for the signature of the EPA official	The QMP must include a signature line for acceptance by OST QA Officer/Coordinator. <i>Note:</i> Review during the proposal evaluation process does not constitute acceptance by EPA. Formal acceptance must occur before the QMP is included in the contract award.
4. Includes statement of the organization's QA policy, which includes:	
a. The importance of QA and QC activities to the organization and why	
b. General objectives/goals of the quality system	
c. Policy for resource allocation for the quality system	
T5. Includes organizational chart	
a. Organizational chart identifies all components of organization	The QMP's organizational chart must reflect the technical PWS activities and must be applicable to the proposed contract structure, e.g., it must reflect the technical organization described in the offeror's staffing plan (including subcontractors), technical approach, and management plan. Failure to provide an organizational chart that applies QA/QC responsibilities to the technical support activities required by the RFP will be viewed as unacceptable.
b. Organizational Chart identifies position of QA manager	Offerors may use a term equivalent to "QA manager"
c. Organizational Chart identifies lines of reporting of the QA manager	The organizational chart must depict the organizational independence of the QA manager (Key Personnel) or equivalent from groups generating, compiling, and evaluating environmental data. (Environmental data is defined as "Any measurements or information that describe: environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or the literature.") The organizational chart must show communication/coordination lines between the offeror's QA manager or equivalent for this program and the offeror's program/project management team. If the QA manager is supported by an independent team of QA/QC staff, the organizational chart also must present the lines of communication among these staff, the QA manager, and the technical staff and managers.
d. Organizational Chart identifies any other QA staff	
6. Includes discussion of authorities of the QA manager and QA staff	The discussion also should address these staff roles and responsibilities.
7. Documents the independence of QA manager	The QMP narrative should also demonstrate the organizational independence of the QA manager or equivalent from groups generating, compiling, and evaluating environmental data. The QA Manager must be responsible for overseeing that the QA plans are followed or updated to reflect current directions.
8. Describes procedures to ensure QA staffmembers have access to appropriate levels of management	
9. Discusses technical activities or programs that require quality management controls	The discussion should include all activities/programs identified in the SOW/PWS that involve work performed to obtain, use, or report environmental data/information. See definition of "environmental data in Item 5c of the Management and Organization section of this table.)



Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
10. Discusses where oversight of delegated or extramural programs is needed	QMPs must require flow-down of RFP-specified quality system requirements to subcontractors involved in environmental data operations. <i>Note:</i> A single consultant cannot provide QA for his/her own work. If such consultants are used, the QMP must explain how quality will be ensured.
11. Identifies where internal coordination of QA and QC activities among organizational units is needed	
12. Discusses how management assures quality system understanding and implementation in all programs	
<b>QUALITY SYSTEM COMPONENTS (3.3)</b>	
13. Includes description of quality system	
14. Describes principal quality system components (e.g., quality system documentation, annual reviews and planning, training, systematic project planning, project-specific quality documentation, project and data assessments)	
15. Description of each component includes responsibilities of management and staff	
16. Lists tools for implementing each component (e.g., QMPs, Quality Systems Audits, Training Plans, QA Project Plans)	Include standard operating procedures (SOPs), guidelines or other tools that are relevant to the work anticipated in the RFP PWS. Offerors must identify and describe all proprietary tools (e.g., models, data, software) that will be used to generate work products that will be submitted to EPA under this contract, and describe any limitations on EPA's ability to share these tools with stakeholders that wish to reproduce information disseminated by EPA that is based on those work products.
17. Identifies internal organizations that develop QMPs	Internal organizations here refer to this program/contract, under this SOW/PWS (e.g., subcontractors), if applicable.
18. Identifies review and approval procedures for these internal QMPs (if applicable)	
<b>QUALIFICATIONS AND TRAINING (3.4)</b>	
19. States policy regarding QA training for management and staff	
20. Describes process for identifying, ensuring, and documenting that personnel have necessary quality-related qualifications	This discussion should document the organization's procedures for ensuring that all personnel performing technical or QA/QC-related work have the necessary skills to effectively accomplish their work (e.g., list the training courses for QA that the offeror requires and any certifications from ASQ or ANSI or other quality organizations).
21. Describes process for ensuring personnel maintain quality-related qualifications	
22. Describes process for identifying the need for quality-related retraining based on changing requirements	
23. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>PROCUREMENT OF ITEMS AND SERVICES (3.5)</b>	
24. Describes/references process for reviewing and approving all procurement documents	
a. Review process ensures documents are complete and accurate	
b. Review process ensures agreement clearly describes the item or service needed	
c. Review process ensures agreement describes the associated technical and quality requirements	

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
d. Review process ensures agreement describes the quality system elements for which the EPA is responsible	
e. Review process ensures that the offeror's conformance to the EPA's requirements will be verified	
25. Describes/references process for reviewing and approving applicable responses to solicitations to ensure that they satisfy all technical and quality requirements	
26. Describes/references process of ensuring procured items and services are acceptable, including the review of objective evidence of quality for applicable items and services	
27. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>DOCUMENTS AND RECORDS (3.6)</b>	
28. Describes/references process for identifying quality-related documents and records (including electronic) requiring control	
29. Describes/references process for preparing, reviewing, approving, issuing, using, authenticating, and revising documents and records	
30. Describes/references process for ensuring that records and documents accurately reflect completed work	
31. Describes/references process for maintaining documents and records including transmittal, distribution, retention, access, preservation, traceability, retrieval, removal of obsolete documentation, and disposition	
32. Describes/references the process for ensuring compliance with all applicable statutory, regulatory, and EPA requirements	If the RFP includes handling of confidential business information (CBI), the QMP must describe the offeror's procedures for handling and managing this type of information. If the offeror is submitting a CBI plan as part of the RFP, the offeror may reference and briefly describe that plan in the QMP.
33. Describes/references process for establishing and implementing appropriate chain of custody and confidentiality procedures for evidentiary records	
34. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>COMPUTER HARDWARE AND SOFTWARE (3.7)</b>	
35. Describes/references process for developing, installing, testing, using, maintaining, controlling, and documenting computer hardware and software used in environmental programs to ensure it meets technical and quality requirements and directives from management	
36. Describes/references process for assessing and documenting the impact of changes to user requirements and/or the hardware and software on performance	
37. Describes/references process for evaluating purchased hardware and software to ensure it meets user requirements and complies with applicable contractual requirements and standards	

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
38. Describes/references process for ensuring that data and information produced from or collected by computers meet applicable requirements and standards	
39. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>PLANNING (3.8)</b>	
40. Describes/references the systematic planning process for environmental data operations	Environmental data operations are defined as any “work performed to obtain, use, or report information pertaining to environmental processes and conditions.” Environmental processes are defined as “manufactured or natural processes that produce discharges to or that impact the ambient environment.” See definition of “environmental data in Item 5c of the Management and Organization section of this table.) Environmental data operations include statistical and economic analysis of or associated with environmental information/data for both primary and existing information.
a. Does process include identification and involvement of the project manager, sponsoring organization and responsible official, project personnel, stakeholders, scientific experts, etc. (e.g., the EPA and offeror)	
b. Does process include description of the project goal, objectives, and questions and issues to be addressed	
c. Does process include identification of project schedule, resources, milestones, and any applicable requirements	
d. Does process include identification of the type and quantity of data needed and how the data will be used to support the project’s objectives	For the purpose of this proposed contract, the term “data” includes both primary data and existing data. The term existing data is defined as “data that were not directly generated by or for your organization to support the decision at hand.” Other terms such as acquired data, data from other sources, and secondary use of data have been used to express the same concept. If the proposed RFP involves the use of both primary and existing data, the offeror’s customized QMP must acknowledge that both types of data are to be considered in the systematic planning process
e. Does process include specification of performance criteria for measuring quality	The systematic planning process described in the offeror’s customized QMP must indicate that performance criteria are necessary for both primary and existing data if the RFP PWS requires the generation or use of both types of data.
f. Does process include specification of needed QA and QC activities to assess the quality performance criteria	
g. Does process include description of how, when, and where the data will be obtained (including existing data) and identification of any constraints on data collection	
h. Does process include description of how the acquired data will be analyzed, evaluated, and assessed against its intended use and the quality performance criteria	Environmental data analysis includes statistical and economic analysis.
41. Describes/references process for developing, reviewing, approving, implementing, and revising QA Project Plans or equivalent planning documents	

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
42. Describes/references process for evaluating and qualifying data collected for other purposes or from other sources, including the application of any statistical methods, for a new use	Offeror must have a documented process to evaluate existing data. The process should include documenting the specific approach in QAPPs that describe the process and rationale for selecting and listing sources, data evaluation, data acceptance criteria, and data qualification.
43. Includes roles, responsibilities, and authorities in description of each of the above processes.	
<b>IMPLEMENTATION OF WORK PROCESSES (3.9)</b>	
<b>Note:</b> For the purposes of this contract, the term “procedures” used throughout this section refers to standard operating procedures (SOPs)	
44. Describes/references process for ensuring that work is performed according to planning and technical documents	
45. Describes/references process for identifying operations needing procedures	
46. Describes/references process for preparation, review, approval, revision, and withdrawal of these procedures	
47. Describes policy for use of these procedures	
48. Describes/references process for controlling and documenting the release, change, and use of planned procedures	
a. Process includes description of necessary approvals	
b. Process includes planned timing or points for implementing documentation changes	Offeror’s QMP must describe the effective period for and review frequency of procedures.
c. Process includes removal of obsolete documentation from work areas	
d. Process includes verification that the changes are made as prescribed	
49. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>ASSESSMENT AND RESPONSE (3.10)</b>	
50. Describes/references the process for assessing the adequacy of the quality system at least annually	<p>The QMP must include a description of the annual Quality System review that includes a submission of an annual QA report to EPA within 60 calendar days of the contract anniversary date. The report needs to contain the following:</p> <ol style="list-style-type: none"> <li>1. Documented assessment of the QMP, determining whether it accurately reflects the current organization and the Quality System, including identification of past and planned changes and revisions to the QMP.</li> <li>2. Documentation showing that the Quality System has been effectively implemented during the past year. This documentation needs to include a summary of the contractor’s (post award) assessments of its Quality System, including assessments conducted by the offeror of its organization and subs, and by external organizations. The summary needs to include the following information for each assessment: (a) type of assessment performed, (b) organization and project which were the subject of the assessment, (c) who performed the assessment, (d) when the assessment was performed, and (e) general statement of the assessment results and any corrective actions.</li> </ol>
51. Describes/references the process for planning, implementing and documenting assessments and reporting results to management	

Elements in EPA QA/R-2 (section number)	Customized OST Requirements for this RFP
a. Process includes selecting an assessment tool, the expected frequency, and the roles and responsibilities of assessors	
b. Process includes determining the level of competence, experience and training needed for assessment personnel	
c. Process includes ensuring that personnel have no real or perceived conflict of interest, and have no direct involvement or responsibility for the work being assessed	
d. Process includes ensuring that personnel conducting assessments have sufficient authority, access to programs and managers, access to documents and records, and organizational freedom to identify both quality problems and noteworthy practices, propose recommendations for resolving quality problems, and independently confirm implementation and effectiveness of solutions	
52. Describes/references process for management's review of, and response to, findings	
53. Describes/references process for identifying how and when corrective actions are to be taken in response to the findings of the assessment	
a. Process includes ensuring corrective actions are made promptly	
b. Process includes confirming the implementation and effectiveness of any corrective action	
c. Process includes documenting analysis (e.g., root cause analysis, determination of whether findings represent an anomaly or a systemic problem, etc.) and actions	
54. Describes/references process for addressing disputes encountered as a result of assessments	
55. Includes roles, responsibilities, and authorities in description of each of the above processes	
<b>QUALITY IMPROVEMENT (3.11)</b>	
56. Identifies who (organizationally) is responsible for identifying, planning, implementing, and evaluating the effectiveness of quality improvement activities	
57. Describes process for ensuring that conditions adverse to quality are prevented, identified promptly, and corrected promptly, and that all actions taken toward prevention or remediation are documented and tracked to closure	
58. Describes process for encouraging staff to establish communications between the EPA and the offeror, identifies process improvement opportunities, and identifies and proposes solutions for problems	
59. Includes roles, responsibilities, and authorities in description of each of the above processes	

**TABLE 2**  
**OFFEROR CROSSWALK BETWEEN EPA OST QMP REQUIREMENTS FOR OFFERORS**  
**AND THE OFFEROR'S CUSTOMIZED QMP**

Each offeror must provide a crosswalk between the QMP requirements described in Table 1 of the Technical Proposal Instructions and the locations where each requirement is addressed in the offeror's customized QMP. The completed crosswalk must be submitted to EPA as part of the offeror's technical proposal volume in order to fully address Technical Evaluation Factor *V.A.1, Appropriateness of the Customized Quality Management Plan*.

Crosswalk between EPA RFP Requirements and Offeror's Customized QMP		
RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
<b>MANAGEMENT AND ORGANIZATION (3.2)</b>		
1. Approval page signed and dated by the proposed Program Manager, and the organization's management that supervises the Program Manager as a minimum. <i>- QMPs that are not signed by the organization's management when submitted with offer will be deemed unacceptable automatically.</i>		
2. Approval page signed and dated by organization's QA manager <i>- Offerors may use a term equivalent to "QA manager"</i> <i>- QMPs that are not signed by the organizations QA manager (or equivalent) when submitted with the offer will be deemed unacceptable automatically.</i>		
3. Includes a section for the signature of the EPA official <i>- The QMP must include a signature line for acceptance by OST QA Officer/Coordinator</i> <i>- Note: Review during the proposal evaluation process does not constitute acceptance by EPA. Formal acceptance must occur before QMP is included in the contract award</i>		
4. Includes statement of the organization's QA policy, which includes:		
a. The importance of QA and QC activities to the organization and why		
b. General objectives/goals of the quality system		
c. Policy for resource allocation for the quality system		
5. Includes organizational chart		
a. Organizational chart identifies all components of organization <i>- The QMP's organizational chart must reflect the technical PWS activities and must be applicable to the proposed contract structure, e.g., it must reflect the technical organization described in the offeror's staffing plan (including subcontractors), technical approach, and management plan. Failure to provide an organizational chart that applies QA/QC responsibilities to the technical support activities required by the RFP will be viewed as unacceptable.</i>		
b. Organizational Chart identifies position of QA manager <i>- Offerors may use a term equivalent to "QA manager"</i>		

**Crosswalk between EPA RFP Requirements and Offeror's Customized QMP**

RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
<p>c. Organizational Chart identifies lines of reporting of the QA manager</p> <ul style="list-style-type: none"> <li>- The organizational chart must depict the organizational independence of the QA manager (Key Personnel) or equivalent from groups generating, compiling, and evaluating environmental data. (Environmental data is defined as "Any measurements or information that describe: environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as databases or the literature.")</li> <li>- The organizational chart must show communication/ coordination lines between the offeror's QA manager or equivalent for this program and the offeror's program/project management team. If the QA manager is supported by an independent team of QA/QC staff, the organization chart also must present the lines of communication between these staff, the QA manager, and the technical staff and managers.</li> </ul>		
d. Organizational Chart identifies any other QA staff		
<p>6. Includes discussion of authorities of the QA manager and QA staff</p> <ul style="list-style-type: none"> <li>- The discussion also should address these staff roles and responsibilities.</li> </ul>		
<p>7. Documents the independence of QA manager</p> <ul style="list-style-type: none"> <li>- The QMP narrative should also demonstrate the organizational independence of the QA manager or equivalent from groups generating, compiling, and evaluating environmental data. The QA Manager must be responsible for overseeing that the QA plans are followed or updated to reflect current directions.</li> </ul>		
8. Describes procedures to ensure QA staff members have access to appropriate levels of management		
<p>9. Discusses technical activities or programs that require quality management controls</p> <ul style="list-style-type: none"> <li>- The discussion should include all activities/programs identified in the SOW/PWS that involve work performed to obtain, use, or report environmental data/information. See definition of "environmental data in Item 5c of the Management and Organization section of this table.)</li> </ul>		
<p>10. Discusses where oversight of delegated or extramural programs is needed</p> <ul style="list-style-type: none"> <li>- QMPs must require flow-down of RFP-specified quality system requirements to subcontractors involved in environmental data operations. Note: A single consultant cannot provide QA for his/her own work. If such consultants are used, the QMP must explain how quality will be ensured.</li> </ul>		



**Crosswalk between EPA RFP Requirements and Offeror's Customized QMP**

RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
11. Identifies where internal coordination of QA and QC activities among organizational units is needed		
12. Discusses how management assures quality system understanding and implementation in all programs		
<b>QUALITY SYSTEM COMPONENTS (3.3)</b>		
13. Includes description of quality system		
14. Describes principal quality system components (e.g., quality system documentation, annual reviews and planning, training, systematic project planning, project-specific quality documentation, project and data assessments)		
15. Description of each component includes responsibilities of management and staff		
16. Lists tools for implementing each component (e.g., QMPs, Quality Systems Audits, Training Plans, QA Project Plans) - Include standard operating procedures (SOPs), guidelines or other tools that are relevant to the work anticipated in the RFP PWS. - Offerors must identify and describe all proprietary tools (e.g., models, data, software) that will be used to generate work products that will be submitted to EPA under this contract, and describe any limitations on EPA's ability to share these tools with stakeholders that wish to reproduce information disseminated by EPA that is based on those work products.		
17. Identifies internal organizations that develop QMPs - Internal organizations here refers to this program/contract, under this SOW/PWS (e.g., subcontractors), if applicable.		
18. Identifies review and approval procedures for these internal QMPs (if applicable)		
<b>QUALIFICATIONS AND TRAINING (3.4)</b>		
19. States policy regarding QA training for management and staff		
20. Describes process for identifying, ensuring, and documenting that personnel have necessary quality-related qualifications - This discussion should document the organization's procedures for ensuring that all personnel performing technical or QA/QC-related work have the necessary skills to effectively accomplish their work (e.g., list the training courses for QA that the offeror requires and any certifications from ASQ or ANSI or other quality organizations).		
21. Describes process for ensuring personnel maintain quality-related qualifications		
22. Describes process for identifying the need for quality-related retraining based on changing requirements		
23. Includes roles, responsibilities, and authorities in description of each of the above processes		

Crosswalk between EPA RFP Requirements and Offeror's Customized QMP		
RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
<b>PROCUREMENT OF ITEMS AND SERVICES (3.5)</b>		
24. Describes/references process for reviewing and approving all procurement documents		
a. Review process ensures documents are complete and accurate		
b. Review process ensures agreement clearly describes the item or service needed		
c. Review process ensures agreement describes the associated technical and quality requirements		
d. Review process ensures agreement describes the quality system elements for which the offeror is responsible		
e. Review process ensures that the offeror's conformance to the EPA's requirements will be verified		
25. Describes/references process for reviewing and approving applicable responses to solicitations to ensure that they satisfy all technical and quality requirements		
26. Describes/references process of ensuring procured items and services are acceptable, including the review of objective evidence of quality for applicable items and services		
27. Includes roles, responsibilities, and authorities in description of each of the above processes		
<b>DOCUMENTS AND RECORDS (3.6)</b>		
28. Describes/references process for identifying quality-related documents and records (including electronic) requiring control		
29. Describes/references process for preparing, reviewing, approving, issuing, using, authenticating, and revising documents and records		
30. Describes/references process for ensuring that records and documents accurately reflect completed work		
31. Describes/references process for maintaining documents and records including transmittal, distribution, retention, access, preservation, traceability, retrieval, removal of obsolete documentation, and disposition		
32. Describes/references the process for ensuring compliance with all applicable statutory, regulatory, and EPA requirements - <i>If the RFP includes handling of confidential business information (CBI), the QMP must describe the offeror's procedures for handling and managing this type of information. If the offeror is submitting a CBI plan as part of the RFP, the offeror may reference and briefly describe that plan in the QMP.</i>		
33. Describes/references process for establishing and implementing appropriate chain of custody and confidentiality procedures for evidentiary records		
34. Includes roles, responsibilities, and authorities in description of each of the above processes		

Crosswalk between EPA RFP Requirements and Offeror's Customized QMP		
RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
<b>COMPUTER HARDWARE AND SOFTWARE (3.7)</b>		
35. Describes/references process for developing, installing, testing, using, maintaining, controlling, and documenting computer hardware and software used in environmental programs to ensure it meets technical and quality requirements and directives from management		
36. Describes/references process for assessing and documenting the impact of changes to user requirements and/or the hardware and software on performance		
37. Describes/references process for evaluating purchased hardware and software to ensure it meets user requirements and complies with applicable contractual requirements and standards		
38. Describes/references process for ensuring that data and information produced from or collected by computers meet applicable requirements and standards		
39. Includes roles, responsibilities, and authorities in description of each of the above processes		
<b>PLANNING (3.8)</b>		
40. Describes/references the systematic planning process for environmental data operations - <i>Environmental data operations are defined as any "work performed to obtain, use, or report information pertaining to environmental processes and conditions." Environmental processes are defined as "manufactured or natural processes that produce discharges to or that impact the ambient environment." See definition of "environmental data" in Item 5c of the Management and Organization section of this table. Environmental data operations include statistical and economic analysis of or associated with environmental information/data for both primary or existing information.</i>		
a. Does process include identification and involvement of the project manager, sponsoring organization and responsible official, project personnel, stakeholders, scientific experts, etc. (e.g., the EPA and offeror)?		
b. Does process include description of the project goal, objectives, and questions and issues to be addressed?		
c. Does process include identification of project schedule, resources, milestones, and any applicable requirements?		

# **Crosswalk between EPA RFP Requirements and Offeror's Customized QMP**

RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
<p>d. Does process include identification of the type and quantity of data needed and how the data will be used to support the project's objectives?</p> <p><i>- For the purpose of this proposed contract, the term "data" includes both primary data and existing data. The term existing data is defined to mean "data that were not directly generated by or for your organization to support the decision at hand." Other terms such as acquired data, data from other sources, and secondary use of data have been used to express the same concept. If the proposed RFP involves the use of both primary and existing data, the offeror's customized QMP must acknowledge that both types of data are to be considered in the systematic planning process.</i></p>		
<p>e. Does process include specification of performance criteria for measuring quality?</p> <p><i>-The systematic planning process described in the offeror's customized QMP must indicate that performance criteria are necessary for both primary and existing data if the RFP PWS requires the generation or use of both types of data.</i></p>		
<p>f. Does process include specification of needed QA and QC activities to assess the quality performance criteria?</p>		
<p>g. Does process include description of how, when, and where the data will be obtained (including existing data) and identification of any constraints on data collection?</p>		
<p>h. Does process include description of how the acquired data will be analyzed, evaluated, and assessed against its intended use and the quality performance criteria?</p> <p><i>- Environmental data analysis includes statistical and economic analysis</i></p>		
<p>41. Describes/references process for developing, reviewing, approving, implementing, and revising QA Project Plans or equivalent planning documents</p>		
<p>42. Describes/references process for evaluating and qualifying data collected for other purposes or from other sources, including the application of any statistical methods, for a new use</p> <p><i>- offeror needs to have a documented process to evaluate existing data. The process should include documenting the specific approach in QAPPs that describe the process and rationale for selecting and listing sources, data evaluation, data acceptance criteria, and data qualification</i></p>		
<p>43. Includes roles, responsibilities, and authorities in description of each of the above processes.</p>		
<p><b>IMPLEMENTATION OF WORK PROCESSES (3.9)</b></p> <p><b>Note:</b> <i>For the purposes of this contract, the term "procedures" used throughout this section refers to standard operating procedures (SOPs)</i></p>		
<p>44. Describes/references process for ensuring that work is performed according to planning and technical documents</p>		

Crosswalk between EPA RFP Requirements and Offeror's Customized QMP		
RFP No. 13-00012	Offering Organization's Name:	
Required QMP Elements	Location (section and page number) in offeror's customized QMP	EPA Reviewer notes (Completed by EPA personnel only)
45. Describes/references process for identifying operations needing procedures		
46. Describes/references process for preparation, review, approval, revision, and withdrawal of these procedures		
47. Describes policy for use of these procedures		
48. Describes/references process for controlling and documenting the release, change, and use of planned procedures		
a. Process includes description of necessary approvals		
b. Process includes planned timing or points for implementing documentation changes <i>- Offeror's QMP must describe the effective period for and review frequency of procedures</i>		
c. Process includes removal of obsolete documentation from work areas		
d. Process includes verification that the changes are made as prescribed		
49. Includes roles, responsibilities, and authorities in description of each of the above processes		
<b>ASSESSMENT AND RESPONSE (3.10)</b>		
50. Describes/references the process for assessing the adequacy of the quality system at least annually <i>The QMP must include description of the annual Quality System review that includes a submission of an annual QA report to EPA within 60 calendar days of contract anniversary date. The report must contain the following:</i> <ol style="list-style-type: none"> <li><i>1. Documented assessment of the QMP, determining whether it accurately reflects the current organization and the Quality System, including identification of past and planned changes and revisions to the QMP.</i></li> <li><i>2. Documentation showing that the Quality System has been effectively implemented during the past year. This documentation needs to include a summary of the offeror's assessments of its Quality System, including assessments conducted by the offeror of its organization and subcontractors, and by external organizations. The summary needs to include the following information for each assessment: (a) type of assessment performed, (b) organization and project that were the subject of the assessment, (c) who performed the assessment, (d) when the assessment was performed, and (e) general statement of the assessment results and any corrective actions.</i></li> </ol>		
51. Describes/references the process for planning, implementing and documenting assessments and reporting results to management		
a. Process includes selecting an assessment tool, the expected frequency, and the roles and responsibilities of assessors		
b. Process includes determining the level of competence, experience and training needed for assessment personnel		

<b>Crosswalk between EPA RFP Requirements and Offeror's Customized QMP</b>		
<b>RFP No. 13-00012</b>	<b>Offering Organization's Name:</b>	
<b>Required QMP Elements</b>	<b>Location (section and page number) in offeror's customized QMP</b>	<b>EPA Reviewer notes (Completed by EPA personnel only)</b>
c. Process includes ensuring that personnel have no real or perceived conflict of interest, and have no direct involvement or responsibility for the work being assessed		
d. Process includes ensuring that personnel conducting assessments have sufficient authority, access to programs and managers, access to documents and records, and organizational freedom to identify both quality problems and noteworthy practices, propose recommendations for resolving quality problems, and independently confirm implementation and effectiveness of solutions		
52. Describes/references process for management's review of, and response to, findings		
53. Describes/references process for identifying how and when corrective actions are to be taken in response to the findings of the assessment		
a. Process includes ensuring corrective actions are made promptly		
b. Process includes confirming the implementation and effectiveness of any corrective action		
c. Process includes documenting analysis (e.g., root cause analysis, determination of whether findings represent an anomaly or a systemic problem, etc.) and actions		
54. Describes/references process for addressing disputes encountered as a result of assessments		
55. Includes roles, responsibilities, and authorities in description of each of the above processes		
<b>QUALITY IMPROVEMENT (3.11)</b>		
56. Identifies who (organizationally) is responsible for identifying, planning, implementing, and evaluating the effectiveness of quality improvement activities		
57. Describes process for ensuring that conditions adverse to quality are prevented, identified promptly, and corrected promptly and that actions taken toward prevention or remediation are all documented and tracked to closure		
58. Describes process for encouraging staff to establish communications between the EPA and offeror, identify process improvement opportunities, and identify and propose solutions for problems		
59. Includes roles, responsibilities, and authorities in description of each of the above processes		

## ATTACHMENT 2 QUALITY ASSURANCE SURVEILLANCE PLAN

### “Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and of Microbial Pathogens in Surface Waters”

**Purpose:** The requirements performed under this contract are considered performance-based, focusing on the Agency’s desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency’s performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. The Contractor’s performance will be reflected in the positive or negative evaluation offered by the Agency in the Contractor Performance Evaluation (CPE) which is evaluated annually (per the “Contractor Performance Evaluation” clause in the contract). The TOCOR shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), included in the contract, which will then be utilized by the Contract Level Contracting Officer’s Representative (CL-COR) in preparing the overall evaluations submitted annually in response to the CPE requirements in the contract. The TOCOR for each individual task order will provide the review of the deliverables at the location specified in the identified task order.

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA Contracting Officer (CO), Contracting Officer’s Representative (COR), and Task Order COR (TOCOR) throughout performance of the contract and shall immediately bring potential problems to the attention of the appropriate EPA TOCOR. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA’s consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA TOCOR within 3 business days of occurrence.	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to identify unreported issues. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor’s attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Business Relations in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.  Fewer than two incidents per contract period where the contractor does not meet the measurable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
<b>Timeliness:</b> Services and deliverables shall be in accordance with schedules	During any period of performance, 90% of all submitted	100% of active task orders under the contract will be	<b>Unsatisfactory</b> rating under the category of Timeliness in the CPARS



stated in each task orders, unless amended or modified by an approved EPA action.	deliverables shall be submitted no later than one business day past the due date.	reviewed by the EPA TOCOR monthly (via Monthly Progress Report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<p>when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Timeliness</b> if the contractor meets the measurable performance standards.</p>
<p><b>Cost Management and Control:</b> The Contractor shall monitor, track and accurately report level-of-effort, labor cost, and other direct cost to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	The Contractor shall manage costs to the level of the approved ceiling on the task orders. The Contractor shall notify the EPA TOCOR/COR when 75% of the approved funding ceiling for the work assignment is reached.	The EPA COR will routinely meet with the Contractor's Project Manager to discuss the work progress, and the contract and individual task order expenditures. The EPA COR shall review the Contractor's Monthly Progress Reports and request the TOCOR's verification of expenditures and technical progress before authorizing invoice payments.	<p><b>Unsatisfactory</b> rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measurable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the Contract.</p>
<p><b>Technical Effort:</b> The analyses or products developed by the Contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources; quality assurance measures shall be conducted in accordance with contract and Agency requirements, and any additional requirements outlined in individual task orders or technical directives. Any work requiring the Contractor to provide options or recommendations shall</p>	All (100%) analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All analyses and products (initial and final drafts) shall conform in format and content to requirements specified by the TOCOR in written	EPA will review all analyses conducted and products prepared by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate their merit.	<p><b>Unsatisfactory</b> rating under the category of Quality of Product or Service in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance, even after review input and follow up discussion by Agency personnel.</p> <p>A satisfactory rating will be reported in the CPARS</p>

include the rationale used in selecting the option/recommendation and all other options and recommendations considered.	technical direction, and should meet the objectives stated in the task order. All initial draft documents shall be clearly written at a level appropriate to the targeted audience. All information shall be factual, technically sound, and accurate, with data sources identified.		Performance Evaluation System under the category of <b>Quality of Product or Service</b> if the contractor meets the measurable performance standards.
<p><b>Quality Assurance/Quality Control (QA/QC):</b> The Contractor shall comply with the quality assurance requirements specified in <i>EPA Requirements for Quality Assurance Project Plans</i> (<a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a>) and as required by the EPA TOCOR. The Contractor shall assign appropriately leveled and skilled technical and quality assurance personnel to develop a Quality Assurance Project Plan (QAPP) for all tasks requiring collection or use of environmental data.</p> <p>The QAPP shall be developed in consultation with the EPA TOCOR, and fully approved by the appropriate EPA personnel, before initiation of activities involving environmental data collection or use.</p> <p>Any change in the planned environmental data activities that become necessary during the course of the project shall be fully documented in approved revised versions of the QAPP prior to their implementation.</p>	<p>The Contractor shall notify the EPA TOCOR of any issues that impact project quality within 3 business days of occurrence.</p> <p>The Contractor shall notify the EPA TOCOR and COR within 5 business days of occurrence of any requests to collect or use environmental data without an EPA-approved QAPP.</p> <p>The Contractor shall document all QA/QC activities, including compliance with the quality objectives specified in the QAPP, in Monthly Progress Reports.</p>	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to assess contractor compliance with the approved QAPP, and to identify unreported issues related to project quality and requests to collect or use environmental data without an EPA-approved QAPP. The EPA TOCOR will report any issues to the EPA QAO and COR, who will bring the issue(s) to the Contractor's attention through the EPA CO for immediate resolution.	<p><b>Unsatisfactory</b> rating under the category of Quality Assurance/Quality Control in the CPARS if more than three incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality Assurance/Quality Control if the contractor meets the measurable performance standards.</p>

### **ATTACHMENT 3 REPORTS OF WORK**

#### **TECHNICAL SUPPORT FOR ASSESSING, MANAGING, AND COMMUNICATING THE ECOLOGICAL AND HUMAN HEALTH RISKS OF CONTAMINANTS IN WATER, FISH, AND SEDIMENTS AND OF MICROBIAL PATHOGENS IN SURFACE WATERS**

The work shall be divided into Task Orders, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected task orders. Reports submitted under this contract shall reference the contract number, the task order number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

#### **MONTHLY PROGRESS REPORT**

(a) The Contractor shall furnish a copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments and/or task orders, include the estimated percentage of task completed during the reporting period for each work assignment or task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contractor Officer authorization, noted with the corresponding task order, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life, display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the task order task level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period, display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest task order or delivery amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the task order or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(6) A list of deliverables of each task order or delivery order during the reporting period.

(7) The amount of funding as specified by the Government for the task order; the amount of funding remaining; and the percentage of funding remaining.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following email addresses on or before the 20<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70 Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports to the following personnel and addresses:

Contract-level COR (CL-COR)- email address identified in contract  
Contracting Officer- email address identified in contract

## ATTACHMENT 4

### DEFINITION OF LABOR CATEGORIES

#### **Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish and Sediments, and of Microbial Pathogens in Surface Waters**

The following guidance is provided to assist in the preparation of both the technical and cost portions of your proposal.

(a) Professional

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title:	Program Manager, Senior Scientist, Senior Analyst, QA Officer/Manager.
Normal Qualifications:	Ph.D. Degree or equivalent
Experience:	minimum of 10 years

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title:	Chemist, Statistician, Writer/Editor, Toxicologist, Modeler, Environmental Engineer, Computer Programmer, Analyst, Biologist, Technician
Normal Qualifications:	Master's Degree or equivalent
Experience:	minimum of 6 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title:	Junior Engineer, Junior Analyst, Junior Scientist, Junior Writer/Editor, Meeting Coordinator
Normal Qualifications:	Bachelor's Degree in an appropriate field or equivalent
Experience:	minimum of 3 years

(4) Level 1 - Lowest category. Works under close supervision of senior level personnel. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title:	Associate Engineer, Associate Scientist
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Normal Qualifications:  
Experience:

Bachelor's Degree in an appropriate field or equivalent  
none

(b) Experience/Qualification Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full-time college level study in the particular field totaling four years will be an acceptable substitute for a Bachelor's Degree in an appropriate field.

(2) A Bachelor's Degree in an appropriate field plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two years will be an acceptable substitute for a Master's Degree.

(3) A Bachelor's Degree in an appropriate field plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four years or a Master's Degree plus two years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-to-one basis.



**Office of Science & Technology  
Confidential Business Information (OST-CBI)  
Application Security Plan**

U.S. Environmental Protection Agency  
Office of Water  
Office of Science & Technology

August 1, 2011

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**SECTION 1.0 APPLICATION DESCRIPTION AND BACKGROUND INFORMATION****1.1 Application Description and Acronym**

Office of Science and Technology (OST) Confidential Business Information (CBI)

**1.2 Responsible Office**

U.S. Environmental Protection Agency (EPA)  
OST  
1200 Pennsylvania Avenue  
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**1.3 Category**

Major Application

**1.4 Points of Contact**

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**1.5 Operational Status**

Operation/Maintenance Phase.

**1.6 Application Purpose**

The OST-CBI application is the process that OST's Engineering and Analysis Division (EAD) uses for protecting confidential business information while handling and analyzing that information. Confidential Business Information (CBI) is any information received or generated by EPA or its contractors, where the information originator declares it to be confidential in accordance with 40 CFR Part 2 Subpart B. These documents may be paper or computer-based (e.g., compact disks, diskettes, computer files). OST may protect other information if releasing it could inadvertently disclose CBI; this information would be protected as equivalent to CBI.

EAD uses CBI to develop regulations under the Clean Water Act. In particular, EAD uses CBI (trade secrets, intellectual property, commercial, financial, and other information) to determine the effectiveness of wastewater treatment technologies. EAD also uses CBI to determine operational and economic impacts on the affected industries. Data managed under the OST-CBI application are critical to OST's mission.

**1.7 Application Location and Architecture**

In the past, the OST-CBI application consisted of two components: 1) paper and removable media CBI, and 2) mainframe CBI. The mainframe CBI component is not currently used. Additionally, the use of mainframe CBI requires special approval from the EAD Director. The two components of the OST-CBI application are described below.

**Paper and Removable Media CBI:** The *paper and removable media CBI* component refers to hard copies of OST-CBI and OST-CBI contained in computer files on removable media. CBI is not intentionally stored on computer hard drives; some software may automatically back-up data to prevent loss of data during computer "crashes." Examples of paper and computer documents that may contain CBI include the following:

- trip reports to industry facilities,
- questionnaires completed by facilities,
- code number lists used to mask CBI,
- electronic spreadsheets,
- electronic databases,
- facility process diagrams, and
- cost information.

Paper and removable media CBI are located within EAD office space (i.e., individual offices, cubicles, and the CBI file room) within EPA headquarters at the following address:

EPA West Building  
1301 Constitution Avenue, NW  
6<sup>th</sup> Floor  
Washington, D.C. 20460

EAD has protocols for accessing, handling, and tracking paper and removable media CBI - see *Protecting Confidential Business Information in the Engineering and Analysis Division – Procedures and Rules*, dated August 1, 2011 (see Appendix A). Hereafter, those protocols are referred to as the *CBI Procedures and Rules*.

**Mainframe CBI:** *Mainframe CBI* refers to the OST-CBI that could be stored (under special circumstances) on the IBM mainframe system at EPA's National Computer Center (NCC) at Research Triangle Park (RTP), NC.

**NOTE:** As of March 4, 2004, all OST-CBI was removed from the mainframe. Additionally, use of the mainframe to store or process OST-CBI is no longer permitted, except under special circumstances. Therefore, mainframe CBI will not be discussed further in this security plan.

If mission needs require use of the mainframe to store or process CBI, the EAD Director may grant permission, in consultation with the DCO. As a starting point for determining security measures, the DCO would review a previous OST-CBI Application Security Plan, dated June 10, 2003; this is the last plan that addressed mainframe CBI.

## 1.8 General Support System Information

PCs are considered as the support system for OST-CBI because they are required to view and manipulate removable media CBI. Additionally, the DCO uses the CBI Management System (CBIMS) to manage CBI materials.

**PC Workstations – Required to access removable media CBI:** Employees do not need computers to read paper CBI. However, employees must use PCs to access data on removable media CBI. Most of these PCs use the Windows XP operating system. Each PC has USB ports and a CD-ROM or DVD-ROM drive to allow media to be removed and secured when it's not being used.

PCs connected to CTS's LAN may be used to access CBI on removable media. The CTS security plan prescribes protocols to prevent unauthorized access to the LAN and PCs connected to the network. Section 1.4 above provides the OWCTS Zone Representative contact information.

**CBI Management System (CBIMS)** – The DCO uses the CBIMS application to help him manage the OST-CBI application. It replaced the CBI Tracking System (CBITS) that was placed into operation in 1993. Data from the old CBITS application were used to populate the new CBIMS application. EAD conducted a CBI inventory in 2004 to help baseline the new system.

CBIMS provides the following functions:

- Logging and tracking of CBI documents.
- Access control assistance with respect to CBI documents and EAD office space.<sup>1</sup>

<sup>1</sup> In other words, CBIMS helps the DCO determine whether individuals can receive CBI documents or if they should lose access to EAD office space. CBIMS does not directly control access.

- Tracking of an individual's CBI clearance.
- Various reporting functions (e.g., access lists; an individual's CBI inventory; lists of CBI documents that have been transferred, archived, or destroyed; etc.)

## 1.9 System Interconnection and Information Sharing

The *CBI Procedures and Rules* describe how EPA employees and contractors may receive access to the OST-CBI application. Under special circumstances, other agencies may be granted access to the OST-CBI application. Employees from non-EPA agencies must receive written authorization from appropriate OW management before accessing the application. The authorization must address the conditions for their access. For example, they must follow the same rules of behavior as EPA employees and sign non-disclosure agreements.

Data from the OST-CBI application are not linked to other databases or shared through a computer network.

## 1.10 Applicable Laws, Regulations, and Standards

The laws, regulations, and standards that apply to OST-CBI and this security plan include the following:

- Federal Water Pollution Control Act (i.e., the Clean Water Act)
- 40 CFR Part 2 Subpart B, "Confidentiality of Business Information"
- Computer Security Act of 1987
- OMB Circular A-130, "Management of Federal Information Resources"
- National Institute of Standards and Technology (NIST) SP800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998

## 1.11 General Description of Sensitivity (NIST SP800-53: RA-2 (Core))

The *Standards for Security Categorization of Federal Information and Information Systems (FIPS PUB 199)*, the *Recommended Security Controls for Federal Information Systems (NIST SP800-53)*, and the *Guide for Mapping Types of Information and Information Systems to Security Objectives and Risk Levels (NIST SP800-60)* describe information sensitivity in terms of *confidentiality*, *integrity*, and *availability*. The manual also explains how to determine the sensitivity level of *low*, *moderate*, or *high* for each term. Sensitivity of the OST-CBI application is summarized in the table below.

Security Categorization		
Confidentiality	Integrity	Availability
Moderate	Moderate	Moderate

The inadvertent disclosure of data managed under the OST-CBI application could cause competitive harm to the business or industry providing the information. It could also embarrass EPA, thereby impairing its ability to obtain necessary information for the effluent guidelines program or other EPA programs. The confidentiality requirements for CBI are *moderate*.

Data integrity must be protected to ensure EAD develops effluent limitation guidelines and other rules based on complete and accurate information. Compromised data integrity can undermine the defensibility of rulemakings. Data from the OST-CBI application typically become part of the administrative record for EPA rulemakings. The integrity requirements for official Agency records are *moderate*.

The OST-CBI application must be available to allow OST to perform analyses in a timely manner. Compromised availability could result in delays that could prevent meeting court-ordered deadlines for promulgating rules. Missing those deadlines can result in litigation. The availability requirements are *moderate* for information that could result in litigation if it were not available.

### 1.12 OST-CBI “Major Application” Designation

The Office of Water identified OST-CBI as a major application using the definitions specified by OMB Circular A-130, “Management of Federal Information Resources.” These definitions are provided below:

- An “‘application’ means the use of information resources (information and information technology) to satisfy a specific set of user requirements.”
- A “‘major application’ means an application that requires special attention to security due to the risk and magnitude of the harm resulting from the loss, misuse, or unauthorized access to or modification of the information in the application. Note: All Federal applications require some level of protection. Certain applications, because of the information in them, however, require special management oversight and should be treated as major. Adequate security for other applications should be provided by security of the systems in which they operate.”

OST-CBI is an *application* because OST (specifically the EAD user) uses CBI (i.e., information) to perform supporting analyses for the effluent guidelines program (i.e., uses the information to satisfy a specific set of user requirements). Additionally, information technology (e.g., PCs and business processes) is used to manage and use the information. OST-CBI is a *major* application because of its moderate sensitivity as discussed in the previous section.

## SECTION 2.0 MANAGEMENT CONTROLS

### 2.1 Risk Assessment and Management (NIST SP800-53: RA-3)

The overall vulnerability of paper and removable media CBI is considered to be *low*. EAD follows standard operating procedures as prescribed in the *CBI Procedures and Rules*. Additionally, a DCO is assigned the responsibility for tracking paper and removable media CBI and training staff on the appropriate use and protection of CBI. The DCO uses CBIMS to help manage the application's security. Automated badge access to EAD spaces is limited only to staff that have had the appropriate awareness training for protecting the OST-CBI application.

Vulnerability to hackers is non-existent for paper CBI because it cannot be accessed from a computer or computer network.

Hacker vulnerability for removable media CBI is expected to be low because it is only loaded onto PCs when needed. When removable media CBI is not in use, it is removed from the PC and secured. At that point, the CBI is not accessible from a computer or a computer network. When the medium is loaded onto a computer, several security measures help protect the removable media CBI along with the permanently-mounted media (e.g., the hard drive). These measures include using a firewall, an intrusion detection system, and dynamic IP addresses. Workstations are only permitted to have one LAN connection. Additionally, operational policies include prohibiting users from storing CBI on their workstation hard drives and LAN drives and require them to shut-down their workstations at the end of the work day.

### 2.2 Review of Security Controls (NIST SP800-53: CA-2 (Core))

The DCO, EAD Management, and others (i.e., EAD in general) reviewed the OST-CBI Application since its last plan became effective on March 27, 2008. The findings and actions taken are discussed below.

Finding	Action Taken
<i>CBI Procedures and Rules</i> . EAD determined its <i>CBI Procedures and Rules</i> , authorized March 27, 2008 needed updating to allow for limited use of electronic receipt mechanisms with CBI.	The previous <i>CBI Procedures and Rules</i> was modified as described in Section 2.3 to allow the use of EPA's Central Data Exchange (CDX) to electronically manage CBI collection and routing.

### 2.3 Rules of Behavior (NIST SP800-53: PL-4)

Personnel with access to the OST-CBI application and its data have been trained how to protect it. Each user has been given the rules and procedures that relate to their responsibilities. The *CBI Procedures and Rules* (see Appendix A) reflect the actions identified during the review of security controls.



## SECTION 3.0 OPERATIONAL CONTROLS

### 3.1 Personnel Security (NIST SP800-53: PS-1)

EAD has established procedures for receiving access to the OST-CBI application. These procedures are described in the *CBI Procedures and Rules*.

#### 3.1.1 Background Checks (NIST SP800-53: PS-3)

Federal employees are subjected to background investigation through Office of Personnel Management (OPM) upon being hired.

Contractor personnel may be subject to pre-employment screening and background checks by the contractor. However, current contracts used by EAD do not require background checks for contractor employees who handle CBI.

#### 3.1.2 Specialized Training (NIST SP800-53: AT-1)

Potential users must receive CBI awareness training before they receive access to the OST-CBI application and its data. The document control officer (DCO) provides this training and also oversees periodic review and testing. Certification must be renewed biannually for EAD staff and attorneys of the Office of General Counsel's Water Law Office (OGC/WLO).<sup>2</sup> Certification must be renewed annually for others. Certification requires signing a Confidentiality Agreement.

#### 3.1.3 Separation of Duties (NIST SP800-53: AC-5 (Core))

EAD implemented procedural controls to help prevent unauthorized or unnecessary access to the OST-CBI application. These controls are reflected in *CBI Procedures and Rules*, Appendix A. For example, the DCO may not grant access to CBI for a project unless the potential user is assigned (by their supervisor) to the project.

#### 3.1.4 Least Privilege (NIST SP800-53: AC-6)

OST-CBI users only access relevant CBI documents to perform their jobs. The rules of behavior require the DCO to keep appropriate records that adequately justify each user's access. Additionally, CBIMS will not allow a CBI document to be logged to a user that is not assigned to the relevant project.

#### 3.1.5 User Accountability (NIST SP800-53: PL-4)

CBI users are required to sign-out CBI as described in the *CBI Procedures and Rules*. The DCO tracks documents that are signed-out by each user in CBIMS. Users are responsible for CBI in their possession. Annual CBI inventory reviews and security inspections help promote user accountability.

#### 3.1.6 Termination (NIST SP800-53: PS-4 (Core))

There are two types of termination procedures: friendly and unfriendly. For friendly terminations the following occurs:

- the employee's supervisor performs an informal exit interview;
- the employee's supervisor must notify the appropriate personnel to remove the employee's access to the OST-CBI application; and
- the employee must return CBI, keys, and badges.

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<sup>2</sup> On December 29, 2003, the EAD Director granted OGC/WLO attorneys privileges and responsibilities equivalent to those of EAD staff.

For unfriendly terminations, the following occurs:

- an effort is made to collect CBI, keys, and badges;
- if they are still onsite, the employee is escorted offsite; and
- the employee's supervisor must notify the appropriate personnel to revoke all access to the OST-CBI application immediately.

### **3.2 Physical and Environmental Protections**

#### **3.2.1 Physical Protection (NIST SP800-53: AC-1, PE-1, PE-2 (Core), PE-3 (Core))**

Paper and removable media CBI are located within EAD spaces on the 6<sup>th</sup> Floor of the EPA West Building within EAD spaces at EPA Headquarters. EAD staff stores paper and removable media CBI within locking cabinets. Additionally, an automatic card reader system controls access to the locking doors for EAD spaces. An EPA or contractor employee assigned to EPA Headquarters may receive card reader access if the employee routinely works on an EAD project *or* the EAD Director determines it is reasonable for the individual to have access to EAD space.<sup>3</sup> For either case, the DCO administers a CBI awareness briefing; each employee must also complete and sign a Confidentiality Agreement cleared by the DCO. Most employees receive 24/7 access. Some employees have access only during regular business hours.

Security guards control access to EPA Headquarters, including the EPA West Building. EPA employees require their employee badges or other acceptable photo identification to enter EPA headquarters without assistance. Non-employees must present acceptable photo identification and be signed-in at a guard-controlled entrance and escorted by an EPA employee. The security guards monitor the facility at all times.

#### **3.2.2 Environmental Protection (NIST SP800-53: PE-13(1), PE-14)**

EAD spaces have the environmental protections of a typical office building. For example, EAD spaces are temperature controlled and a wet-pipe fire suppression system is installed.

### **3.3 Input/Output Controls (NIST SP800-53: PL-4)**

Input/output controls help protect OST-CBI data from being lost, stolen, or inappropriately disclosed. The *CBI Procedures and Rules* delineate procedures for the following CBI activities:

- receipt
- labeling
- tracking
- storage
- generation
- transmission
- reproduction
- destruction

Staff that need help understanding or implementing the procedures are encouraged to contact the DCO. The *CBI Procedures and Rules* lists his phone number. All staff cleared to access OST-CBI receive these rules. Additionally, this security plan and the *CBI Procedures and Rules* are available on OST's intranet.

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<sup>3</sup> For example, the Director determined it is reasonable to allow employees from the Standards and Health Protection Division to pass through Room 6231/6233 so that they could have easy access to the Ariel Rios building and public transportation.

### 3.3.1 Unauthorized Disclosure of CBI (NIST SP800-53: IR-1, IR-4, IR-6 (Core))

In the event that CBI is released, inappropriately transmitted, or discovered missing, the *CBI Procedures and Rules* enumerate procedures to contain the disclosure. In short, requirements exist for reporting the incident to the DCO and Deputy Division Director or Division Director. In addition there are requirements to limit further disclosures, investigate the circumstances leading to the release of CBI, and report findings to the Division Director.

The *CBI Procedures and Rules* also contain procedures for the Division Director, who is required to report the unauthorized disclosure to the CBI provider and the senior management of the Office of Water. If the investigation leads to recommend changes in the OST-CBI Security Plan, the Division Director will assign staff to assess the recommended changes and implement them, as appropriate.

## 3.4 Contractor Use of CBI

### 3.4.1 “On-Site” Contractors (NIST SP800-53: AT-1, AT-2 (Core), AT-3 (Core), AT-4 (Core))

Contractors working on-site at EPA Headquarters generally do not require access to CBI to perform their duties. However, this security plan would directly apply to the contractor if they need access to EAD office spaces or CBI.

If access to EAD office space is needed, the contractor is required to take a CBI Awareness Briefing and sign a Confidentiality Agreement. If the contractor requires access to the CBI itself (and the Division Director agrees), they would need to pass the CBI Awareness Test and sign a Confidentiality Agreement.

### 3.4.2 EAD Program Support Contractors (NIST SP800-53: AT-1)

Contractors that support EAD programs generally do not work on-site at EPA headquarters. In general, each EAD contractor organization is required to have a CBI security plan that is equivalent to this plan (i.e., the OST-CBI Application Security Plan). As noted in the DCO’s rules of behavior, the DCO is responsible for certifying the equivalence of a contractor’s CBI security plan.

## 3.5 Continuation of Operations (COOP) Planning (NIST SP800-53: CP-1)

The *Continuity of Operations Plan for the Office of Science and Technology* (dated January 2003) provides guidance on what to do in the event of an emergency to continue OST’s mission. The COOP assumes the following:

- “The emergency will be limited to a 30-day period”
- “The event will require the physical relocation [of OST operations] from current [OST] facilities”
- “Confidential Business Information for the Effluent Guidelines program [(i.e., OST-CBI)] currently secured on the sixth floor connecting wing of EPA headquarters building would not be relocated during a 30-day emergency. These materials would remain in [the] currently secured area.”

The “materials” mentioned in the COOP assumptions are the paper and removable CBI covered in this security plan.

### 3.5.1 Contingency Planning (NIST SP800-53: CP-1, CP-2(1) (Core), CP-3 (Core), CP-4(1) (Core))

The *Contingency Planning Guide for Information Technology Systems* (NIST SP800-34), dated June 2002, provides guidance on contingency planning. The Contingency Plan for the OST-CBI application can be found in Appendix B.

### 3.6 Data Integrity Controls (NIST SP800-53: PL-4)

The *CBI Procedures and Rules* describe procedures to protect paper and removable media CBI from accidental or malicious alteration or destruction. Specifically, there are procedures for protecting CBI that is contained on rewritable media.

### 3.7 Documentation (NIST SP800-53: PL-1)

Once approved, the OST-CBI Security Planning Package will be used to manage the OST-CBI application. It consists of the following:

- Section 1: Assignment of Responsibility
- Section 2: **This** security plan, including the Rules of Behavior and the Contingency Plan
- Section 3: Periodic Security Control Reviews
- Section 4: Authorization to Process

Other directly relevant documentation includes:

- Confidentiality Agreements for each OST-CBI user
- Confidentiality Awareness Tests for each appropriate OST-CBI user
- Confidential Business Information Management System (CBIMS) - User's Guide, April 15, 2004
- CBIMS-generated reports
- Continuity of Operations Plan for the Office of Science and Technology, January 2003

### 3.8 Security Awareness and Training (NIST SP800-53: AT-1, AT-2 (Core), AT-3 (Core), AT-4 (Core))

Receipt of CBI Security Awareness Training is a condition for receiving access to CBI. CBI Security Training is given by the DCO on an as-needed basis. Users that are EAD staff or OGC/WLO attorneys must take refresher training biannually. Others must take the refresher annually. The DCO also conducts other activities to promote security for OST-CBI. These activities are included in the DCO's rules of behavior.

## **SECTION 4.0 TECHNICAL CONTROLS**

### **4.1 User Identification and Authentication (NIST SP800-53: IA-1)**

Other than visual identification, there are no user identification and authentication controls for accessing CBI within EAD.

### **4.2 Authorization and Access Controls (NIST SP800-53: AC-1, AC-3(1) (Core), AC-6)**

EAD implements the protocols within this security plan and its appendices to limit access to CBI. The DCO conducts training, audits, and inspections to help ensure that CBI is only used by those who are properly cleared and have a legitimate need for using the CBI. For example, facilities are advised to send their CBI directly to either the EAD DCO or a contractor DCO, as appropriate. Before the DCO assigns the CBI to a user, they verify whether the user is assigned to the appropriate project and has an active CBI clearance. The CBIMS application helps the DCO determine whether these conditions are met.

Additionally, the DCO's rules of behavior were written to explicitly include conditions for granting and accounting for access. These rules of behavior also include conditions for reviewing each user's need to maintain access.

### **4.3 Public Access (NIST SP-800-53: AC-1)**

The public is not authorized to access the OST-CBI application. Section 2.1 describes measures taken to minimize unauthorized access to paper and removable media CBI.

### **4.4 Audit Trail Mechanisms (NIST SP800-53: AU-2 (Core), AU-3, AU-8, AU-9)**

For every document transaction, the CBIMS application creates an entry in the audit trail table.

**SECTION 5.0 ABBREVIATIONS**

CBI	Confidential Business Information
CBIMS	Confidential Business Information Management System
COOP	Continuation of Operations Plan
DCO	Document Control Officer
EAD	Engineering & Analysis Division
EPA	Environmental Protection Agency
IMO	Information Management Officer
ISO	Information Security Officer
LAN	Local Area Network
OEI	Office of Environmental Information
OGC/WLO	Office of General Counsel/Water Law Office
OST	Office of Science & Technology
OWOW	Office of Wetlands, Oceans, and Watersheds

**SECTION 6.0 REFERENCES**

- 40 CFR Part 2 Subpart B, “Confidentiality of Business Information”
- Computer Security Act of 1987
- EPA Information Security Manual 2195A
- Federal Water Pollution Control Act (i.e., the Clean Water Act)
- FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
- NIST SP800-18, Guide for developing Security Plans for Information Technology Systems, December 1998
- NIST SP800-34, The Contingency Planning Guide for Information Technology Systems
- NIST SP800-53, Recommended Security Controls for Federal Information Systems
- NIST SP800-60, Guide for Mapping Types of Information and Information Systems to Security Objectives and Risk Levels
- OMB Circular A-130, “Management of Federal Information Resources”
- Continuity of Operations Plan for the Office of Science and Technology, January 2003



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**Appendix A**

**Protecting Confidential Business Information (CBI)  
In the Engineering and Analysis Division (EAD)**

**Procedures and Rules**

U.S. Environmental Protection Agency  
Office of Water  
Office of Science & Technology

August 1, 2011

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## 1.0 INTRODUCTION

### 1.1 AUDIENCE

**Who should follow these standard operating procedures (SOPs)?** These SOPs for protecting confidential business information (CBI) are written for Government and contractor employees working with the Engineering Analysis Division (EAD) and working at EPA Headquarters.

### 1.2 BACKGROUND

**Why is EAD's use of Confidential Business Information (CBI) important?** EAD uses CBI (i.e., trade secrets, intellectual property, commercial, financial, and other information) to develop regulations under the Clean Water Act. Specifically, EAD uses CBI to determine the effectiveness of wastewater treatment technologies and to determine operational and economic impacts on the affected industries. Use of CBI is critical to EAD's mission.

**Why is protecting CBI important?** EPA is legally obligated to protect CBI. The inadvertent disclosure of CBI could cause competitive harm to the business or industry providing the information. It could also embarrass EPA, thereby impairing its ability to obtain necessary information for the effluent guidelines program or other EPA programs.

### 1.3 PRIME RESPONSIBILITIES

**What are my responsibilities for protecting CBI?** Your prime responsibilities for protecting CBI are presented below.

#### PRIME RESPONSIBILITIES For Protecting CBI

1. Do not allow unauthorized disclosure or unauthorized modification of CBI.
2. Keep track of all CBI that is assigned to you.

The standard operating procedures and rules of behavior (presented in the following sections) were derived from the above prime responsibilities. *It is extremely important that you adhere to all of these standard operating procedures and rules of behavior: failure to do so can result in disciplinary action, with penalties ranging up to and including dismissal. Willful unauthorized disclosure of CBI can lead to a fine up to \$1,000 and/or imprisonment for up to one year.*

**I'm not sure what I need to do for certain aspects of handling CBI. What should I do?** You should ask the DCO, your supervisor, or your project manager for help.

## **2.0 STANDARD OPERATING PROCEDURES**

### **2.1 ACCESS TO CBI**

#### **How do I get cleared for access to CBI materials?**

*If you are an EAD employee or an Office of General Counsel – Water Law Office (OGC/WLO) attorney:*

1. You must be assigned to the project related to the CBI you need to use.
2. You must pass the CBI Awareness Test and sign a confidentiality agreement.

**Note:** Your access privileges will expire two years from the day you signed the Confidentiality Agreement unless you pass another CBI Awareness Test and sign a new Confidentiality Agreement.

*If you are **not** an EAD employee or an OGC/WLO attorney:*

1. You must request (in writing) that the EAD Director grant you access to EAD's CBI. In your request, you must describe the CBI you need, explain why you need it, and state how long you need access to it.
2. The EAD Director may impose certain conditions for your use of the requested CBI.
3. You must pass the CBI Awareness Test and sign a confidentiality agreement.

**Note:** Your access privileges will expire within one year from the day you signed the Confidentiality Agreement.

### **2.2 IDENTIFICATION OF CBI**

**How do I know if certain information is CBI?** There are several ways to identify CBI. The following are some examples:

- A logged CBI document will have a cover sheet that plainly identifies it as CBI (see Figure 1 below).
- CBI documents derived from other types of CBI will be plainly marked.
- Correspondence from a facility will identify enclosed materials as “confidential,” “proprietary,” “trade secret,” or use other similar words.
- During discussions or site visits, a facility representative may identify certain information as CBI.
- Survey responses may indicate that the provided information is CBI.

The above list is not all-inclusive. If you are not sure whether certain information is CBI, ask your supervisor or project manager to help.

Figure 1a. CBI Coversheet (old)

DO NOT DISCLOSE																							
<b>CONFIDENTIAL BUSINESS INFORMATION</b>																							
SYSTEM/PROJECT NAME	PROJECT NUMBER	DATE/STAFF																					
<p>The attached document contains Confidential Business Information obtained under the Clean Water Act (CWA).</p> <p>If you willfully disclose CWA Confidential Business Information to any person not authorized to receive it you may be liable under 18 U.S.C. 1905 for a possible fine up to \$1000 and/or imprisonment for up to one year. In addition, disclosure of CWA Confidential Business Information in violation of the procedures cited above may subject you to disciplinary action with penalties ranging up to and including dismissal.</p>																							
<p>Each person who is given access to this document must fill in the information below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 16.6%;">NAME OF USER/OWNER (Please print)</th> <th style="width: 16.6%;">USER'S (Please init)</th> <th style="width: 16.6%;">NAME (Signature)</th> <th style="width: 16.6%;">DATE (MM/DD)</th> <th style="width: 16.6%;">DATE TO EXPIRE (MM/DD)</th> <th style="width: 16.6%;">CLASS INTERNAL</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">XXXXXX</td> <td style="text-align: center;">XXXXXX</td> <td style="text-align: center;">XXXXXX</td> <td style="text-align: center;">XXX</td> <td style="text-align: center;">XXXX</td> <td style="text-align: center;">XXXX</td> </tr> <tr> <td style="text-align: center;">XXXXXXXX</td> <td style="text-align: center;">XXXXXXXX</td> <td style="text-align: center;">XXXXXXXX</td> <td style="text-align: center;">XXX</td> <td style="text-align: center;">XXXX</td> <td style="text-align: center;">XXXX</td> </tr> </tbody> </table>						NAME OF USER/OWNER (Please print)	USER'S (Please init)	NAME (Signature)	DATE (MM/DD)	DATE TO EXPIRE (MM/DD)	CLASS INTERNAL	XXXXXX	XXXXXX	XXXXXX	XXX	XXXX	XXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXX	XXXX	XXXX
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<p>* * * IF A NON-CBI-CLEARED PERSON ENTERS YOUR OFFICE, THIS DOCUMENT MUST BE PLACED FACE DOWN, COVERED OR HIDDEN. * * *</p> <p>* * * WHEN LEAVING YOUR OFFICE FOR A SHORT TIME, THIS DOCUMENT MUST BE IN A LOCKED FILE CABINET FOR DESK. * * *</p> <p>* * * WHEN LEAVING THE OFFICE FOR A LENGTHY PERIOD OR AT THE END OF THE DAY, THIS DOCUMENT MUST BE PLACED BEHIND TWO LEVELS OF LOCKS. * * *</p> <p>* * * THIS DOCUMENT MUST BE HAND DELIVERED, WHEN IT MOVES BETWEEN MOST OFFICES. * * *</p> <p>* * * IF THIS DOCUMENT IS FOUND UNATTENDED, IT MUST BE RETURNED TO THE DOG. * * *</p> <p>* * * ONLY THE EAD DOG IS AUTHORIZED TO MAKE A COMPLETE COPY OF THIS DOCUMENT, EXCEPT FOR A DOCUMENT CREATED WITHIN EAD WHICH MAY BE COPIED BY THE ORIGINATOR. * * *</p>																							

Figure 1b. CBI Coversheet (new)

**Confidential Business Information**

**DO NOT DETACH THIS COVERSHEET**

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If you found this document unattended, please return it to the  
Engineering Analysis Division, Document Control Officer  
(202) 566-1000

- Do not make unauthorized copies of this document
- Cover this document if a non-CBI cleared person enters your office
- When leaving your office for a short time, lock this document in a file cabinet or desk
- When leaving your office for a lengthy period or at the end of the day, lock this document behind two levels of locks

**DO NOT DETACH THIS COVERSHEET**

**Confidential Business Information**

***I created a document that contains CBI derived from other sources. Should I mark the document as CBI?*** YES – you **must** clearly mark the CBI you derive from other sources as CBI. Depending on the intended use of the document, you may want to have the DCO log it into CBI Management System (CBIMS). For example, you may not want informal notes or internal draft documents to be logged. However, EAD generated CBI should be logged if it is transferred to another organization (e.g., a contractor). Additionally, you must store your derived CBI in your CBI Working Folder (see Section 2.6). The DCO, your supervisor, or your project manager can help you determine what CBI materials need to be logged.

### 2.3 RECEIPT & TRANSMISSION

**Before a facility sends me CBI, what precautions should I advise them to take?** You should advise them to do the following:

- clearly mark the information that they claim is CBI,
- “double envelope” their CBI as described in Section 2.6,
- identify facility points-of-contact who are allowed to discuss the CBI,
- address CBI-containing packages to the DCO,<sup>1</sup> and
- send the package in a manner that can be tracked (e.g., FedEx).

Additionally, you should advise the facility against sending their CBI using e-mail or fax machines.

**What if I’m receiving CBI from one of my support contractors?** CBI from a support contractor does not need to be received through the DCO because they are required to follow a security plan that is similar to the *OST-CBI Plan*. Before you receive CBI from a support contractor, they will have logged the transfer into their tracking system and will have prepared a transmittal sheet. You will eventually return this transmittal to the contractor DCO after you receive the CBI. However, you still need to have the DCO log the CBI as described below.

**May I use e-mail, faxes, computer networks, or other similar means to receive CBI?** MAYBE – if you take certain precautions, you may electronically receive CBI by using EPA’s Central Data Exchange (CDX), operated by the Office of Environmental Information (OEI). If you choose to use CDX, you must specify the following to OEI and its contractors while outlining your information collection mechanism requirements:

1. You require that the data flow be encrypted at all times, beginning with the CBI provider and continuing until receipt by EAD or EAD’s contractor, using, at a minimum, standard CDX procedures for encryption that comply with the Cross-Media Electronic Report Regulation (CROMERR).
2. You require that the encrypted CBI be either turned over to the DCO on removable media or redirected to secure server space owned by a contractor with an approved CBI Plan.
3. You require that the decryption software for the CBI being collected by CDX be used only by users authorized to view the collected CBI.

**What do I do when I receive CBI?** You must ensure that CBI you receive gets logged into CBIMS. The following is the process that you and the DCO follow to allow proper tracking of CBI documents.

1. The CBI arrives.
2. You take it to the DCO as soon as possible.
3. The DCO logs it into CBIMS.
4. The DCO properly labels the CBI so it is easily identified as CBI. This labeling includes the CBIMS document number. Labeling includes the use of CBIMS-generated cover sheets. If the CBI is contained on removable media for computers (e.g., CDs, DVD, diskettes, etc.), the DCO marks the media with the CBIMS document number and labels it with “Confidential Business Information.”
5. If the CBI is from an EAD contractor, the DCO will complete the contractor-provided transmittal form that accompanied the CBI and return it to the contractor.
6. The DCO returns the CBI to you.

**How do I transfer CBI outside EAD?** CBI may be transferred only to an organization that has adequate procedures and facilities for protecting CBI from unauthorized disclosure, as identified by the DCO. For

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<sup>1</sup> CBI from a facility must be sent to either the EAD DCO or the DCO for one of EAD’s support contractors. CBI should not be sent directly to staff.

example, an EAD contractor could be one of these facilities. Only the DCO may transfer CBI to another organization. The following is the process for transferring CBI to a CBI-cleared organization:

1. You take the CBI to the DCO for transfer.
2. The DCO verifies the receiving organization is cleared to receive CBI.
3. The DCO claims custody of the document. In other words, it is no longer on your CBIMS inventory.
4. The DCO logs the transfer into CBIMS.
5. The DCO prepares a transmittal sheet and packages the CBI in an appropriately marked envelope (e.g., "Confidential Business Information – For Addressee Only").
6. The DCO places the envelope into another envelope.
7. The DCO sends the package using a service that provides tracking information for the package.
8. When the recipient receives the CBI package, they fax a copy of the completed transmittal sheet to the DCO for confirmation.

***May I use e-mail, faxes, computer networks, or other similar means to transmit CBI?*** NO – currently, these electronic means are prohibited for transmitting CBI.

***May I use e-mail, faxes, or other similar messages to transmit non-CBI files derived from CBI?***

MAYBE – if you take certain precautions by following the procedure below, you may transmit non-CBI files that were derived from CBI. In this context, "derived from" refers to files created from a data source identified as CBI. As an example, if you have a spreadsheet or table containing CBI and then mask, combine, or remove information so that the resulting file no longer discloses CBI, then you have a "non-CBI file derived from CBI." Examples of non-CBI files derived from CBI include scrubbed spreadsheets, in which facility-identifying data have been removed, and aggregated records, in which characteristics of groups of facilities are identified, but facility-specific CBI was removed. To generate and transmit non-CBI files derived from CBI, follow the procedure below.

1. You review the file to verify no CBI is hidden in the file. Be aware that some computer documents may have multiple layers that may not be immediately obvious (e.g., spreadsheets). Additionally, you need to verify no CBI is contained in a file's "undo" history. This process can be helped by the use of plug-in software for Microsoft Office applications which can reveal the formatting codes used and may reveal hidden data. If you are not sure whether certain information is CBI, ask your supervisor or project manager for help.
2. After reviewing the file, you take a copy of the file to the DCO. *Do not e-mail this file.*
3. The DCO reviews the file to verify it contains no hidden information.<sup>2</sup>
4. Once the DCO helps you verify no CBI is hidden in your file, you compose a memo-to-file (the project file) that references the file (or files) being transmitted. You must include the following statement in the memo: "I have reviewed the referenced files and certify that they contain no Confidential Business Information." *Do not e-mail the file until the DCO verifies receipt of the memo-to-file.*
5. The DCO maintains a copy of the file and the memo.

## 2.4 USE

***When I'm using CBI, what precautions should I take to prevent eavesdropping?*** You must verify that your location will allow reasonable protection of the CBI that you are using. For example, private or semi-private offices are generally acceptable for using CBI. (If you are in a cubicle, you should consider using a conference room to discuss CBI.) Conversely, unacceptable locations include airports, airplanes, hotel lobbies, and other public places.

***I'm preparing a "public," non-CBI document that is derived from CBI<sup>3</sup>. What steps do I need to take to prevent disclosing CBI?*** While you are composing the document, avoid using information that can be used

<sup>2</sup> The DCO may delegate this review to an appropriately qualified person.

that could lead to the disclosure of CBI. When you've completed the document, follow the procedure below to verify no CBI is present in the document.

1. You review the file to verify no CBI is hidden in it. Be aware that some computer documents may have multiple layers that may not be immediately obvious (e.g., spreadsheets). Additionally, you need to verify no CBI is contained in a file's "undo" history. This process can be helped by the use of plug-in software for Microsoft Office applications which can reveal the formatting codes used and may reveal hidden data. If you are not sure whether certain information is CBI, ask your supervisor or project manager for help.
2. After reviewing the file, you take a copy of the file to the DCO. *Do not e-mail this file.*
3. The DCO reviews the file to verify it contains no hidden information. The DCO *does not* assess the content to determine if it is CBI.
4. Once the DCO helps you verify no CBI is hidden in your file, you compose a memo to the project file that references the file(s) being transmitted. You must include the following statement in the memo: "I have reviewed the referenced files and certify that they contain no Confidential Business Information."
5. You give the memo-to-file to the project manager. You must also give a copy to the DCO. *Do not publicly distribute the document until the DCO verifies receipt of the memo-to-file.*

***May EAD, OGC/WLO, and other CBI-cleared EPA staff borrow CBI that is assigned to me?*** NO – you may not allow other CBI-cleared EPA staff to borrow CBI assigned to you. However, you may allow CBI that is assigned to you to be transferred to other CBI-cleared staff, as described in Section 2.6. You can do this by taking your CBI to the DCO and asking him to re-assign your CBI to your CBI-cleared colleague. If your colleague later decides to return the CBI to you, he can do so by initiating another document transfer by the DCO.

***May I make copies of CBI documents or files?*** NO – you may not make *complete* copies of CBI documents, including computer files. If you need a complete copy of a CBI document or file, contact the DCO. The DCO will make the copy and log the copy into CBIMS.

***May I copy portions of CBI documents or files?*** YES – you may copy excerpts or portions of a CBI document or file. Remember, however, to treat any such copies as CBI and protect them accordingly.

***Do I need to take any special precautions when using CBI on rewritable media (e.g., "memory sticks")?*** YES – when you are using rewritable media to manipulate CBI, you should use a copy of the CBI. Whenever practical, original CBI data files should be kept on "permanent" media (e.g., CD-R, DVD-R, etc.).

***May I discuss CBI on the telephone?*** NOT BEST – do not discuss CBI on the telephone unless it is absolutely necessary. A better alternative would be to discuss information that has been "sanitized." For example, you could refer to the facility by its code number and not its name.

If you must discuss CBI on the telephone, take the following precautions:

- Do not discuss CBI on a conference or speakerphone call where there is no reasonable control of who can eavesdrop. For example, you may not discuss CBI on conference calls using "dial-in" conference lines.
- If your office is a cubicle, use a phone in a conference room.
- If you need to discuss CBI with the facility that provided it, speak only to the person that the facility identified as a contact.

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<sup>3</sup> For a definition of and examples of "non-CBI derived from CBI," see section 2.3; specifically, see the question, "May I use e-mail, faxes, or other similar messages to transmit non-CBI files derived from CBI?"



**What must I do when I chair a meeting that uses CBI?** If you chair a meeting that uses CBI, you have the following additional responsibilities before and after the meeting:

*Before the meeting...*

- Verify all participants have a valid CBI clearance and are assigned to the relevant project. (The DCO can help you verify whether a participant has a valid clearance.) If one of the participants is from a facility that provided the CBI, that person is automatically cleared, but only for the CBI they provided.
- Verify that the meeting location will allow reasonable protection of the CBI that will be discussed. For example, the meeting area can be a conference room with closing doors.
- Remind the participants that CBI will be used in the meeting. Also, remind them that they are responsible for protecting CBI from unauthorized disclosure.

*After the meeting...*

- Verify all CBI that was distributed during the meeting is collected. If a participant needs to keep any of the CBI materials, the materials must be appropriately loaned or transferred. (See above).
- Verify that all CBI is removed from the meeting area. For example, no CBI should be on a blackboard, a flipchart, or in a trashcan.

**What precautions do I take when I print CBI?** After you send CBI to a printer, you must immediately go to the printer to prevent an unauthorized person from viewing or picking-up the document.<sup>4</sup>

**When I was printing or copying CBI, there was a malfunction. What should I do?** If you have printer or copier problems that involve CBI, you must retrieve the printed waste (e.g., waste from paper jams). Printed waste that contains CBI must be returned to the DCO for destruction. Be sure all printed waste is removed from the machine before leaving it.

**What do I need to do before I travel with CBI?** You are strongly discouraged from traveling with CBI outside EPA Headquarters. However, if your mission requires it, you may travel with CBI, if you send an e-mail message to the DCO that contains the following information (see next page):

1. The titles and CBIMS Numbers<sup>5</sup> of the CBI documents or files you are taking.

**Note:** You may only travel with CBI that is logged into CBIMS *unless* it is CBI that you are collecting while on travel (e.g., site visits).

2. The locations where you will be using the CBI.
3. The reason you need to travel with the CBI.
4. The date when you'll return the CBI to EPA Headquarters.

**Note:** You must also send your project manager and supervisor a copy of the above e-mail.

**How do I "double envelope" CBI?** Follow the procedure below to double envelope CBI.

1. Seal the document or media within an envelope and clearly mark it with the words "Confidential Business Information – To Be Opened by the Addressee Only."
2. Mark this envelope with the Addressee's Name, Address, and Telephone Number.
3. Seal the above envelope into another larger envelope that is marked with the Addressee's Name, Address, and Telephone Number.

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<sup>4</sup> Some CTS network printers will allow you to securely print CBI by using a Personal Identification Number (PIN). For instructions about using this feature with your network printer, please see the following link:

<https://cts.supportportal.com/ics/support/default.asp?deptID=23011>

<sup>5</sup> Most documents logged before December 2003 will not have a CBIMS Number. If there is no CBIMS Number for the document, use the CBITS Number (i.e., the number from the old CBI *Tracking* System).

***When traveling with CBI, what precautions must I take?*** You must take the following precautions:

1. The CBI must be double enveloped. You are the addressee unless you are delivering the CBI to transfer it to another organization.
2. When you are en route with CBI, you must always keep it in your direct possession. For example, do not check CBI with your luggage.
3. When you are not using the CBI, store it as described in Section 2.5.

***When I carry CBI outside EAD office space, what precautions should I take?*** You must take the following precautions:

1. The CBI must be double enveloped. You are the addressee unless you are delivering the CBI to transfer it to another organization.
2. When you are en route with CBI, you must always keep it in your direct possession.

## 2.5 STORAGE

***Where must I store my CBI?*** You must store CBI in a locked cabinet, *separate* from your non-CBI files. The locked cabinet must be located in an office space that is access-controlled by a card reader or within an office with a locking door. If you have an office with a locking door, you must lock the door at the end of the workday.

***What is my CBI Working Folder?*** Your CBI Working Folder is where you keep CBI that is not logged in CBIMS. This CBI includes copied portions of CBI documents and files. It also includes derived CBI that is not logged. Technically, everyone cleared by EAD to access CBI has a CBI Working Folder. You protect it like other CBI documents.

***I work in a space that is not access-controlled by a card reader. Do I need to provide another locking level?*** YES – CBI stored in a locked cabinet in most EAD office space is protected by two levels of locks – the lock on the cabinet and the card reader locks on all EAD entry doors. One way of satisfying the “double locks” requirement is to place CBI in a locked cabinet within a locked office.

***Where may I store electronic CBI files?*** You may only store CBI on removable media such as floppy disks, CDs, DVDs, ZIP Disks, USB Drives, etc. ***You are prohibited from storing CBI on internal computer hard drives, LAN drives, or any type of network storage device.***<sup>6</sup> When you are not using removable media CBI, you must remove it from the computer and store it in a locked cabinet. The locked cabinet must be located in an office with a locking door or office space that is access-controlled by a card reader.

***When I travel with CBI, how should I store it?*** When the CBI is not in use, you must secure it in a way that allows you to reasonably protect it. For example, checking CBI with your luggage at an airport does not allow adequate protection because it is out of your direct control and it is exposed to several (or many) individuals that could open the luggage containing the CBI. Conversely, an automobile trunk would be adequate because you can reasonably limit access to yourself.

## 2.6 DOCUMENT TRANSFER & DISPOSITION

***I would like to permanently transfer one or more CBI documents to another person. What do I need to do?*** Ask the DCO to transfer ownership of the documents to the other person. The DCO will verify whether they are appropriately cleared to receive the documents and record the transfer. Once the transfer is complete, you may give the documents to the recipient.

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<sup>6</sup>In some cases, the EAD Director may approve using the EPA mainframe to store or process CBI if mission needs require it. Before granting this approval, the Director consults with the DCO.

***I don't need certain CBI materials anymore. What do I do with it?*** First, you must anticipate any future need for the material. The anticipated need will help determine the fate of the CBI material. Consider the following cases:

*The material may be needed in rulemaking, litigation, or other activities.* In this case, the CBI should be stored in EAD's CBI Room. This type of situation could apply to single documents or entire project files. The following procedure is used to store CBI in the CBI Room:

1. You take the CBI to the DCO for storage.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately stores the CBI in the CBI Room.

*The material is no longer needed for rulemaking, litigation, or other activities. However, it should be kept in the CBI portion of the Federal Rulemaking/Litigation/Other Activity Record.* For this situation, the CBI should be archived at the Federal Records Center. Typically, all project files are sent to the FRC at once. The following procedure is used to archive CBI at the FRC:

1. You take the CBI to the DCO for archival.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately stores the CBI in the CBI Room until it can be indexed, packaged, and sent to the FRC.
4. The DCO records the archival of the documents in CBIMS.

*The material is no longer needed for rulemaking, litigation, or other activities. It does not need to be kept in the CBI portion of the Federal Rulemaking/Litigation/Other Activity Record.* Unnecessary CBI should either be returned to the facility that provided it or destroyed. The following procedure is used to destroy CBI:

1. You take the CBI to the DCO for destruction.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately destroys the materials to prevent recovery of CBI (e.g., the DCO may use a paper shredder for paper documents or appropriate software to wipe media).
4. The DCO records the destruction of each CBI documents in CBIMS.

***What should I do with my CBI before I leave EAD?*** Before you leave EAD, you should determine who should receive your CBI. If the CBI is no longer needed, you should determine whether to store or dispose of your CBI, as described above. Whatever you decide, you must inform the DCO so the CBI can be properly tracked.

## **2.7 UNAUTHORIZED DISCLOSURE OF CBI**

***I just discovered that particular CBI was inadvertently (or intentionally) released, inappropriately transmitted, or discovered missing. What do I do?*** Once you discover one of these situations, you **must** contact the DCO, Deputy Division Director, or Division Director. If you are in a position to limit further disclosure, you must take the appropriate actions.

***What happens after I contact the DCO, Deputy Division Director, or Division Director?*** After contact, the Division Director will be informed of the incident and may initiate the following process:

1. The Division Director will direct you to *immediately* write a brief account of the incident that answers the following questions:
  - What CBI was disclosed, inappropriately transmitted, or discovered missing?
  - When did it happen?
  - How did it happen?
  - What events led to the incident?

- What was the venue (e.g., an e-mail attachment, a rule preamble, a web site, etc.) for the incident?
  - What actions were taken to limit further exposure of the CBI?
2. The Division Director will assign staff to conduct a detailed investigation of the related circumstances. From the investigation, the assigned staff will determine the extent of any unauthorized release, if any. The assigned staff reports this determination to the Division Director as soon as possible.
  3. The Division Director will report the incident to the Deputy Assistant Administrator for the Office of Water.
  4. Depending on the determination, the Deputy Assistant Administrator, the Office Director, the Deputy Office Director, or the Division Director may decide to report the incident along with the initial information to the Office of the Inspector General (OIG).
  5. The Division Director will then report the incident to the CBI provider. The report will include the following information:
    - A preliminary understanding of the circumstances that led to the incident.
    - The estimated extent of any release.

The Division Director will also ask the CBI provider if the sensitivity of the information has diminished or if they still consider the information to be CBI.

6. When the investigation is complete, the Division Director will report the results to senior Office of Water management.
7. If the investigation leads to recommended changes in the OST-CBI Security Plan, the Division Director will assign staff to assess the recommended changes and implement them as appropriate.

## **2.8 CARD READER ACCESS TO EAD SPACE**

***I am not an employee of EAD or OGC/WLO and I do not need access to CBI. How do I get card reader access to EAD space?***

*If you are working on EAD business:*

1. You request card reader access from the relevant EAD staff person (i.e., your sponsor).
2. The EAD staff person requests (in writing) the DCO to provide you card reader access.
3. The DCO provides you the CBI Awareness Briefing.
4. You complete and sign a Confidentiality Agreement.
5. The DCO authorizes activation of your identification card for EAD space.
6. The EAD Administrative Officer requests Facilities to activate your identification card for EAD space.

**Note:** Your access privileges will expire one year from the day you sign the Confidentiality Agreement unless you receive another CBI Awareness Briefing and sign a new Confidentiality Agreement.

*If you are **not** working on EAD business:*

1. You ask the DCO if there is an agreement with your office and EAD that allows you to have card reader access.<sup>7</sup>
2. If there is no agreement, your office must negotiate an access agreement with the EAD Director.
3. If there is an agreement, the DCO provides you the CBI Awareness Briefing.
4. You complete and sign a Confidentiality Agreement.
5. The DCO authorizes activation of your identification card for EAD space.
6. The EAD Administrative Officer requests Facilities to activate your identification card for EAD space.

**Notes:**        Depending on the agreement, you may only receive access to part of EAD's space.  
Your access privileges will expire one year from the day you sign the Confidentiality Agreement unless you receive another CBI Awareness Briefing and sign a new Confidentiality Agreement.

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<sup>7</sup> When these procedures were written, EAD had an agreement with the Wetlands Division for access to EPA West Room 6210.

### 3.0 RULES OF BEHAVIOR

#### 3.1 RULES FOR EVERYONE

- **Protect CBI from unauthorized disclosure or unauthorized modification.** The SOPs in the previous section describe safeguards to protect CBI regarding several situations, including:
  - office use
  - telephone conversations
  - meetings
  - printing
  - use on travel
  - transmittal
  - reproduction
- **Keep track of your assigned CBI.**
- **Return unattended CBI to the DCO.**
- **Do not transmit CBI through unauthorized means, such as e-mail, faxes, and inter-office mail.** For correct transmittal procedures, see the SOPs in the previous section.
- **Do not make complete copies of CBI documents or files.** Only the DCO may make complete copies of CBI documents and files.
- **Do not store CBI on hard drives or LAN drives.**
- **Do not give CBI to unauthorized individuals.** The DCO can verify whether the individual is authorized to use the OST-CBI application.
- **Do not give CBI records to those outside EAD or OGC's Water Law Office.** Only the DCO or the alternate DCO may release CBI records.
- **Store your CBI materials separately from your non-CBI files.**
- **Do not attempt to view, change, or delete data, unless you are authorized.**
- **Notify the DCO of security incidents immediately.** Security incidents **include** instances where you observe the following:
  - Inappropriate transmission of CBI
  - Disclosure of CBI to unauthorized personnel
  - Unattended or inappropriately stored CBI
  - Violations of the Rules of Behavior

#### 3.2 RULES FOR SUPERVISORS

- **Require all your staff to be cleared for handling CBI.**
- **Notify the DCO when one of your staff is going to transfer, resign, or be terminated.**
- **Notify the DCO when a member of one of your project teams is no longer assigned to that team.** You may delegate this responsibility to a technical coordinator or project manager.

**Note:** You should keep appropriate records to show you've met the above requirements.

### 3.3 ***RULES FOR PROJECT OFFICERS***

- ***For EAD contracts where the contractor will use CBI, ensure the contractor adopts a CBI security plan that is reasonably equivalent to the OST-CBI Application Security Plan.*** You must consult with the DCO before you approve a contractor's CBI security plan.

### 3.4 ***RULES FOR WORK ASSIGNMENT MANAGERS***

- ***For Work Assignments involving CBI, consult with the DCO to verify contractor has an approved CBI Plan.***

### 3.5 ***RULES FOR THE DOCUMENT CONTROL OFFICER (DCO)***

- ***Do not grant a person access to EAD space unless:***

*For EAD and OGC/WLO Staff:*

- The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last two years.

*For those sponsored by an EAD staff person:*

- The person has had the CBI Awareness Briefing and has properly completed and signed a Confidentiality Agreement within the last year.

- ***Do not grant a person access to specific project CBI unless:***

*For EAD and OGC/WLO Staff:*

- The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last two years.
- The person is assigned to the project that is directly linked to the CBI materials.<sup>8</sup>

*For those approved by the EAD Director to receive CBI:*

- The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last year.
- The person is assigned to the project that is directly linked to the CBI materials.

**Note:** You must have documentation (e.g., an e-mail from the project manager) that shows the person is assigned to the project.

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<sup>8</sup> If there is a CBI document for one project that is relevant to a second project, the DCO may copy that document. The DCO would then log the copy into CBIMS under the second project. The DCO could then assign the document to a user assigned to the second project.

***Deny CBI access to a user when one or more of the following conditions exist:***

- The user's supervisor has informed you that a user is going to be transferred, is going to resign, or be terminated. The supervisor will provide the effective date.
- The user's Confidentiality Agreement has expired.
- You may remove a user's access during other circumstances, provided you have appropriate justification.

Before a user's access expires or is terminated, retrieve any paper and removable media CBI from the user.

- ***Track CBI materials and personnel clearances on the CBI Management System (CBIMS).***
- ***Maintain the following records in readily accessible locations:***
  - Records showing the location or disposition of all tracked CBI documents.
  - The most recently completed Confidentiality Agreements for those accessing CBI and EAD Space.
  - The most recently completed CBI Awareness Tests (i.e., the "CBI Exam")
  - Records from annual CBI reviews.
  - CBI Transmittal reports from contractors and others.
- ***Conduct training, consulting, and other activities to promote the security of the OST-CBI application.***
- ***E-mail CBI users awareness messages at least quarterly to help promote CBI security.***
- ***Conduct annual reviews to verify the CBI inventory.*** Each annual review must include an accounting of CBI materials covered under the OST-CBI Application Security Plan.
- ***Review contractor CBI security plans to determine if they are reasonably equivalent to the OST-CBI Application Security Plan.***
- ***On an annual basis (or at the change of an option period), instruct project officers to issue notices that remind contractors of their prime responsibilities for protecting CBI.***
- ***Notify the appropriate personnel of security policy violations immediately.***

**Note:** You must keep appropriate records to show you've met the above requirements.



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**Appendix B**

**Office of Science & Technology Confidential Business  
Information (OST-CBI)  
Contingency Plan**

U.S. Environmental Protection Agency  
Office of Water  
Office of Science & Technology

August 1, 2011

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## **1. INTRODUCTION**

### **1.1 Purpose**

This Office of Science & Technology Confidential Business Information (OST-CBI) Contingency Plan establishes procedures to continue operations pending recovery of OST-CBI following a disruption. The following objectives have been established for this plan:

- Maximize the effectiveness of contingency operations through an established plan that consists of the following phases:
  - Notification/Activation phase - to detect and assess damage and to activate the plan.
  - Recovery phase - to provide alternate OST-CBI access allowing continuing operations pending actual recovery of the OST-CBI system at EPA Headquarters (EPA HQ).
  - Reconstitution phase - to assist EPA HQ, as necessary, in completing recovery of normal OST-CBI operations.
- Identify the activities, resources, and procedures needed to carry out day to day operations during prolonged interruptions to normal operations.
- Provide guidance for continuing operations during prolonged periods of interruption to normal operations.

### **1.2 Applicability**

The OST-CBI Contingency Plan applies to the functions, operations, and resources necessary to continue OST-CBI support of Office of Science & Technology (OST) operations. The OST-CBI Contingency Plan applies to OST and all other persons associated with OST-CBI as identified under Section 2.2, Responsibilities.

The users of OST-CBI are EPA personnel, who have controlled access to CBI. Management of the OST-CBI application is provided by the OST-CBI Application Owner (also known as the Document Control Officer or, hereinafter, DCO) using the CBI Management System (CBIMS), which is an OST LAN-resident Microsoft Access-based application which logs and tracks CBI and OST-CBI user clearances.

### **1.3 Scope**

#### **1.3.1 Planning Principle**

Various scenarios (e.g. loss of LAN services, major power failure, and natural disasters) were considered to form a basis for the plan, and multiple assumptions were made. The applicability of the plan is predicated on the following key principle:

- The EPA HQ facility is inaccessible; therefore, OST is unable to perform management of OST-CBI for the Agency.

#### **1.3.2 Assumptions**

Based on the above principle, the following assumptions were used when developing the OST-CBI Contingency Plan:

- The OST space at EPA HQ is unavailable for up to 30 days;
- Current backups of both the application software and data are intact and available; and

- There will be at least one personal computer located at the alternate work place (AWP), available within 10 days following an event.

#### **1.4 References/Requirements**

This OST-CBI Contingency Plan complies with the EPA's IT contingency planning policy. It also complies with the following federal policies:

- The Computer Security Act of 1987
- NIST SP800-34, The Contingency Planning Guide for Information Technology Systems
- NIST SP800-30, Risk Management Guide, June 2001
- OMB Circular A-130, "Management of Federal Information Resources," Appendix III
- Federal Preparedness Circular (FPC) 65, Federal Executive Branch Continuity of Operations
- Presidential Decision Directive (PDD) 67, Enduring Constitutional Government and Continuity of Government Operations.

#### **1.5 Record of Changes**

There are no modifications to report to the existing contingency plan, dated December 5, 2007 and approved March 27, 2008.

## **2.0      CONCEPT OF OPERATIONS**

### **2.1      System Description**

The OST-CBI application is the process that OST's Engineering and Analysis Division (EAD) uses for protecting CBI while handling and analyzing that information. CBI is any information received or generated by EPA or its contractors, where the information originator declares it to be confidential in accordance with 40 CFR Part 2 Subpart B. These documents may be paper or computer-based (e.g., compact disks, diskettes, computer files). OST may protect other information if releasing it could inadvertently disclose CBI; this information would be protected as equivalent to CBI.

EAD uses CBI to develop regulations under the Clean Water Act. In particular, EAD uses CBI (trade secrets, intellectual property, commercial, financial, and other information) to determine the effectiveness of wastewater treatment technologies. EAD also uses CBI to determine operational and economic impacts on the affected industries. Data managed under the OST-CBI application are critical to OST's mission.

OST-CBI users can access CBI by logging it out for as long as required, assuming an up-to-date clearance. Once there is no longer any need for a particular CBI document, the user returns it to the DCO for storage or disposal.

### **2.2      Responsibilities**

The following individual has been assigned and trained to respond to a contingency event effecting OST-CBI:

M. Ahmar Siddiqui, DCO: [siddiqui.ahmar@epa.gov](mailto:siddiqui.ahmar@epa.gov) or (202) 566-1044.

### **3.0 NOTIFICATION AND ACTIVATION PHASE**

This addresses the initial actions taken to assess damage inflicted by a disruption to OST-CBI. Based on this assessment, the plan may be activated by the DCO. Contact information for key personnel is located in Appendix B-A.

The person first aware of the lack of access of OST-CBI will notify the DCO and provide all known information related to the lack of accessibility.

The DCO will undertake the assessment procedures outlined below to determine the extent of damage and estimated time to recovery.

#### **3.1 Damage Assessment Procedures:**

- If the lack of access involves lack of physical access to OST, contact EPA HQ Security where possible. Solicit an appreciation of the situation existing at EPA HQ and EPA HQ Security's assessment of time necessary to have OST's space available. Verify that a current off-line back-up of the CBIMS application software and database exists.
- If the lack of access involves physical damage to CBI because of, for example, damage to OST's CBI Room, determine the extent of the problem.
- If the problem is confined to the OST LAN, making CBIMS inaccessible, contact the CTS help desk to request an assessment of time necessary to have the LAN available. Verify that a current off-line back-up of the CBIMS application software and database exists.

When damage assessment has been completed, the DCO will evaluate the results and determine whether the contingency plan is to be activated.

#### **3.2 Activation**

This OST-CBI Contingency Plan is to be activated if one or more of the following criteria are met:

- OST-CBI will be unavailable for more than 10 working days due to inaccessible OST space;
- CBI documents have been irrecoverably damaged or outright destroyed; or
- The OST LAN will be unavailable for more than 10 working days.

If the plan is to be activated, the DCO is to notify EAD management of the details of the event and if any relocation is required. EAD management will be responsible for initial notification of OST senior management. The DCO will provide subsequent situation update reports to EAD management who will apprise senior OST management of the status.

The DCO will notify the OW Information Security Officer of the general status of the event and the anticipated time to regain the capability to provide OST-CBI data in support of OW responsibilities. It is the responsibility of the OW Information Security Officer to notify OW senior management of the event.

#### **4.0      RECOVERY OPERATIONS**

The recovery operations required to make OST-CBI usable, at least, partially, are dependent on the nature of the event. The subsections following discuss the procedures to be followed for each major event type.

##### **4.1      Loss of Access to OST Space**

In the event that access to OST space is lost for a lengthy period of time, the CBIMS application software and database off-line back-up copies will be installed on a Continuity of Operations (COOP) laptop computer. Movement and transfer of CBI will then be trackable, though it will be limited to the CBI in possession of OST-CBI users at the time of the event. It is, therefore, entirely possible that some CBI will not be accessible due to it only existing in a physical form stored in the OST space.

Any CBI that comes in from outside OST will be logged into CBIMS and assigned to the appropriate OST-CBI user. In this case, the COOP laptop will also require access to a printer to allow the generation of CBI document cover sheets.

##### **4.2      Loss of CBI Documents to Damage**

In the event that CBI documents are damaged beyond the possibility of recovery and OST-CBI users still require access to the data contained in them, the DCO will contact EAD's contractor DCOs to assess if back-up copies are available. In the event they are, the DCO will request copies of all available documents. The copies will be logged into CBIMS as new documents and assigned to the appropriate OST-CBI users. All of the damaged documents will be designated as 'destroyed' in CBIMS.

If copies of individual damaged CBI documents cannot be found, the DCO will contact the original CBI providers and request copies of the damaged documents or new documents containing the requested data. All documents received this way will be logged into CBIMS as new documents and the damaged documents will be designated as 'destroyed.'

##### **4.3      Loss of Access to OST LAN**

In the event that access to CBIMS is lost due to loss of access to the OST LAN for a lengthy period of time, the CBIMS back-up application software and database off-line back-up copies will be installed on an available computer with an attached printer. Management of CBI will, thereafter, be conducted in a normal fashion.

## **5.0      RETURN TO NORMAL OPERATIONS**

A return to normal operations will primarily involve notification of interested parties of the resumption of normal operations. In addition, if CBIMS was used on an offline computer, a copy of the updated CBIMS database will be uploaded to the OST LAN.

### **5.1      Plan Deactivation**

The DCO will initiate a return to normal operations in a phased approach. The first phase will involve confirmation that the emergency has passed and that all necessary resources, from OST space to the OST LAN, are available. The second phase will involve the notification step described in 5.0 above. The DCO will inform OST-CBI users, OST senior management, and the OW Information Security Officer of the return to normal operations.

No further formal deactivation activities would normally be necessary.

## **Appendix B-A**

### **OST-CBI Key Personnel**

*Application Owner/Document  
Control Officer*

**Name:** M. Ahmar Siddiqui  
**Office:** U.S. EPA, OST  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460  
**Phone:** (202) 566-1044  
**E-Mail:** [siddiqui.ahmar@epa.gov](mailto:siddiqui.ahmar@epa.gov)

*~~OW~~CTS Zone Representative*

**Name:** Willie Abney  
**Office:** U.S. EPA, OEI  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460  
**Phone:** (202) 566-1366  
**E-Mail:** [abney.willie@epa.gov](mailto:abney.willie@epa.gov)

*ISO*

**Name:** Terry Howard  
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1200 Pennsylvania Avenue, N.W.  
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**Phone:** (202) 564-0385  
**E-Mail:** [howard.terry@epa.gov](mailto:howard.terry@epa.gov)

*Primary Organization Head*

**Name:** Nancy Stoner  
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**Phone:** (202) 564-5700  
**E-Mail:** [stoner.nancy@epa.gov](mailto:stoner.nancy@epa.gov)

*Authorizing Official*

**Name:** Mike Shapiro  
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1200 Pennsylvania Avenue, N.W.  
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**Phone:** (202) 564-5700  
**E-Mail:** [shapiro.mike@epa.gov](mailto:shapiro.mike@epa.gov)



**ATTACHMENT 6**  
**CONTRACTING OFFICER ADDED CLAUSES**

**SECTION H**

**H-36 OPTION FOR INCREASED QUANTITY (CO ADDED CLAUSE)**

By issuing a contract modification, the government may exercise the Optional Tasks as identified at the Task Order level.